

Draft Adjustable Block Program Guidelines for Community Solar Marketing Materials and Marketing Behavior

This document provides marketing guidelines for Approved Vendors in the Illinois Power Agency's Adjustable Block Program ("ABP") and their employees, contractors, and subcontracting or partnering solar installers and marketers. Although distributed generation ("DG") projects are also part of the ABP, this document applies specifically to community solar projects and not to DG systems. (A different set of guidelines has been published for DG systems.) These guidelines are written for the use of Approved Vendors and their partners. The first section will also be used by the Program Administrator, who will be reviewing and approving the marketing materials.

Guidelines for marketing materials

1. Approved Vendors and their agents and subcontractors shall not make any demonstrably false or misleading statements.
2. Approved Vendors and their agents and subcontractors shall accurately portray the nature of solar power, renewable energy credits ("RECs"), community solar, and the ABP. Approved Vendors shall disclose their intent to sell the project's RECs into the ABP. Should an Approved Vendor have any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review.
 - a. What is the Adjustable Block Program?
 - i. The Illinois Adjustable Block Program is an incentive program that supports the development of new solar photovoltaic ("PV") systems in Illinois through the purchase of RECs. It enables the sale of RECs produced by PV systems to Illinois utilities. Payments vary depending on the size of the system and where it is located.
 - ii. Examples of statements companies may not make related to the ABP.
 1. "The ABP guarantees that you will save money."
 2. "We represent the ABP."
 - iii. Examples of statements companies may make related to the ABP.
 1. "The ABP is a state program that provides an incentive for solar PV systems."
 2. "If you sign a contract with us, and our application to the ABP is successful, the community solar project you subscribe to will be part of the ABP."
 - iv. Companies may not make any demonstrably false or unsubstantiated statements about the ABP.
 - v. The ABP will be releasing consumer-facing branding for the ABP in the near future, and at that time these guidelines will be updated to reflect the usage of that brand.
 - b. What are RECs and why are they valuable?

- i. RECs are created when renewable energy generation, including solar panels, generates electricity, but RECs are not the electricity itself. Instead, RECs represent the environmental attributes of that electricity. RECs can be bought and sold, and whoever owns the RECs has the legal right to say they used that “clean” or “renewable” energy. Under Illinois law, utilities are required to supply a certain amount of their energy from renewable sources through the purchase and retirement of RECs. If the RECs from a community solar project are transferred to a utility through the ABP, then neither the community solar provider nor the subscribers to that project can claim to be using clean or renewable electricity. Thus, Approved Vendors and their subcontractors may not suggest that customers subscribing to projects that sell RECS will receive or use renewable electricity.
 - ii. Examples of statements companies may not make related to RECs and the energy produced by the system.
 1. “Your home will run on cleaner, greener energy.”
 2. “The sun will provide your electricity.”
 - iii. Examples of statements companies may make related to RECs and the energy produced by the system.
 1. “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your subscription affordable.”
 2. “This community solar project will create energy from the sun.”
 3. “By subscribing to this community solar project, you will contribute to the development of new solar power.”
 - iv. Companies may not make any demonstrably false or unsubstantiated statements about RECs.
 - v. When the consumer-facing branding of the ABP is released, these guidelines will be updated to include examples of statements that may be made related to the brand name.
- c. Will solar save money for the customer?
- i. All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms used in the Standard Disclosure Form and the contract.
 - ii. All terms and values related to system production that are used to estimate the customer’s financial return in the Standard Disclosure Form must be consistent with the system production terms and values that are submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.
 - iii. All marketing materials must be consistent with the ABP Community Solar Informational Brochure, and, in particular, with the following items from the brochure:
 1. That customers are not guaranteed to save money with solar unless the contract includes an explicit savings guarantee;

- iii. An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics or wording that has been used at any time to represent a public utility company, the ICC, or the IPA, or their services, to identify, label or define any of its offers. This does not, however, restrict use of a utility name in describing where an offer is valid.
- iv. IPA and the ABP Program Administrator will address any requests for exceptions on a case-by-case basis.

Guidelines for marketing behavior

1. These guidelines apply not only to Approved Vendors but also to their agents and subcontractors and any entity involved in customer-facing aspects of the sales and marketing of community solar subscriptions. Approved Vendors are responsible for taking reasonable measures to ensure agents and subcontractors comply with these marketing guidelines. For the purpose of the following guidelines, any reference to “Approved Vendor” should be understood to apply to their employees, contractors, and subcontracting or partnering solar installers and marketers of community solar subscriptions.
2. Approved Vendors shall comply with all existing local, state, and federal laws.
3. Customers shall not be required to sign up for (or maintain service from) a specific Alternative Retail Electric Supplier (“ARES”) as part of their community solar subscription contract, unless the contract provides that a customer may cancel the community solar subscription contract without penalty upon ending service with that ARES.
4. Unfair, deceptive, or abusive acts or practices
 - a. Approved Vendors shall conduct all aspects of their business that touch on customers or their interests without any unfair, deceptive, or abusive acts or practices (“UDAAP”).
 - b. Approved Vendors shall regularly examine and consider the possibility of UDAAP violations in all aspects of their business that touch on customers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.
5. Advertising
 - a. No advertising claim by any Approved Vendor should be deceptive or misleading, whether by affirmative statement, implication or omission, including claims:
 - i. About products or services.
 - ii. About pricing, quality and performance.
 - iii. Made in print, electronic, verbal, and any other medium.
 - b. All claims must be based on factual, verifiable sources.
 - c. Approved Vendors should be familiar with all advertising laws, rules, regulations and guidance, including Federal Trade Commission guidance on advertising and marketing.
 - d. Approved Vendors should avoid referring to a community solar subscription as “free” in oral or written marketing or sales discussions unless the customer will not pay anything for the electricity and other benefits they receive from the community solar subscription contract.
6. Sales and marketing interactions
 - a. Approved Vendors shall comply with, and shall ensure that all of their employees, agents and contractors comply with, any and all federal, state, and local laws regarding

restrictions on contacting its customers, including but not limited to the federal Do Not Call Registry, the CAN-SPAM Act of 2003, the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, and any analogous state or local laws. This includes provisions related to:

- i. Prohibitions against manually dialed calls to wireless numbers;
 - ii. Call time restrictions;
 - iii. Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
 - iv. Not autodialing or texting wireless numbers without prior express written consent;
 - v. Limitations on the length of time callers may allow phones to ring;
 - vi. If using automated or prerecorded messages, ensuring compliant opt-out mechanisms are available, including a toll-free number to allow customers to easily opt-out of future calls;
 - vii. All applicable email requirements, including properly identifying the type of email and opt out provisions.
- b. Any community solar provider for a project that is or seeks to be part of the ABP must respect the wishes of customers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such customers and by requiring its subcontractors to maintain such lists.
- i. Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent or contractor must add the customer to their “do-not-contact” lists.
 - ii. Companies with “do-not-contact” lists must ensure that employees, agents and contractors (e.g., solar lead generators) have access to up-to-date “do-not-contact” lists, and that they comply with all laws and ABP program guidelines regarding sales and marketing interactions.
 - iii. Companies with “do-not-contact” lists must have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with customers on their “do-not-contact” lists.
 - iv. For companies with “do-not-contact” lists, their agents and contractors may contact customers previously listed on a “do-not-contact” list who later initiate contact with Companies, their agents or contractors, but subject to all applicable local, state and federal limitations on the breadth of such contact.
- c. Approved Vendors and their agents and subcontractors must conduct business affairs with the goal of openness and transparency and not seek to take advantage of or otherwise exploit a customer’s lack of knowledge. If an Approved Vendor or its agent or subcontractor becomes aware that a customer clearly misunderstands a material issue in a solar transaction, the Approved Vendor should correct that misunderstanding.
7. The following materials and information shall be provided to the customer at the indicated steps of the process:
- a. The ABP Community Solar Informational Brochure must be presented to the customer at the first contact between the Approved Vendor and customer that occurs in person or online.

- b. If first contact between an Approved Vendor and customer is by telephone or direct mail, the ABP Community Solar Informational Brochure shall be included at first (if any) follow-up that takes place in person or online.
 - c. The ABP Community Solar Informational Brochure shall be given to the customer again prior to the execution of any contract, at the point in time at which the contract is executed.
 - d. A completed disclosure form must be delivered to the customer before the contract is signed. A representative of the Approved Vendor shall review the disclosure form with the customer before the customer signs it and provide the customer with an opportunity to ask questions about the disclosure form. An electronic signature is permitted.
 - e. The ABP Community Solar Informational Brochure and Standard Disclosure Form may be delivered to the customer electronically, but these two documents must be delivered to the customer as attached files to an e-mail (and not merely hyperlinked).
8. In-person solicitation
- a. An Approved Vendor's agent or representative shall state that he or she represents an independent community solar provider offering community solar subscriptions and that he or she is not employed by, representing, endorsed by, or acting on behalf of, a utility, or a utility program, a consumer group or consumer group program, or a governmental program or government body (unless the Approved Vendor or the community solar provider is a governmental body or consumer group). The agent shall state the company s/he works for.
 - b. In the absence of local ordinances or regulations, Approved Vendors and their agents or representatives shall not conduct in-person solicitation at residential dwellings before 9:00 a.m. or after 7:00 p.m. Pre-arranged consultations or meetings outside of these hours are permitted.
 - c. The Approved Vendor agent or representative shall obtain consent to enter multi-unit residential dwellings. Consent obtained to enter a multi-unit dwelling from one prospective customer or occupant of the dwelling shall not constitute consent to market to any other prospective customers in the dwelling without separate consent.
 - d. Each Approved Vendor and its subcontractors shall perform criminal background checks on all employees and agents engaged in in-person solicitation. The Approved Vendor shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section. For in-person solicitations with potential customers, the Agency strongly discourages the use of employees or agents with criminal records for offenses related to fraud or violence, or that are subject to registration under the Illinois Sex Offender Registration Act (730 ILCS 150) or comparable registration requirements from other states. The Approved Vendor or subcontractor should use their reasonable judgement in evaluating the suitability of any other employees or agents with records for other offenses for in-person solicitations and is not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.¹
9. Telemarketing

¹ These guidelines are not intended to be inconsistent with Approved Vendors' obligations under the Job Opportunities for Qualified Applicants Act (820 ILCS 75) and any similar local laws as applicable, such as City of Chicago Municipal Code Section 2-160-054.

- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved Vendor's agent or representative who contacts customers by telephone for the purpose of signing up customers for community solar subscriptions shall provide the agent's name and identification number. The Approved Vendor agent shall state that he or she represents a community solar provider. An Approved Vendor's agent or representative shall not state or otherwise imply that he or she is employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group).
 - b. Any telemarketing solicitations that lead to a telephone enrollment must be recorded and retained for a minimum of two years. All telemarketing calls that do not lead to a telephone enrollment, but last at least two minutes, shall be recorded and retained for a minimum of six months. The recordings shall be provided upon request to IPA staff, the Program Administrator, or a customer who has completed a telephone enrollment.
10. Direct mail
- a. Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group).
11. Online marketing
- a. Each Approved Vendor offering community solar subscriptions, to customers online shall clearly and conspicuously make available the ABP Informational Brochure. The Approved Vendor's marketing material shall not make any statements that it is a representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or a program run by a consumer group, a governmental body or a program run by a governmental body (unless the Approved Vendor is a governmental body or consumer group).
12. Conduct and training of agents, representatives, and contractors
- a. An Approved Vendor's agent or representative shall be knowledgeable of the requirements applicable to the marketing and sale of community solar subscriptions to the applicable customer class.
 - b. All Approved Vendor agents or representatives must be familiar with the subscriptions that they sell, including the rates, payment and billing options, the customers' right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor's agents or representatives must have the ability to provide the customer with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.
 - c. Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting subscriptions or providing services. Should an Approved Vendor have any questions about whether a certain language or materials would be considered false, misleading, inaccurate, or deceptive, please submit that statement to the Program Administrator for review.

- d. Account numbers can be collected incidental to collection of historical usage information. Account numbers or information obtained for this purpose shall not be used to solicit or offer any ARES supply service. If the customer does not sign a contract with the Approved Vendor or subcontractor, the Approved Vendor must delete all information related to and including that customer's account number.
 - e. All Approved Vendor agents or representatives engaged in any solicitation behavior connected to systems participating in the Adjustable Block Program shall complete a training program that covers the applicable Sections of these marketing behavior guidelines. The Approved Vendor shall document the training of its agents and representatives and provide a certification to the Program Administrator showing that an agent or representative completed the training program prior to an agent being eligible to market or sell community solar subscriptions under 25 kW to projects that will be part of the ABP. Upon request by the Program Administrator or the IPA, an Approved Vendor shall provide requested training materials and training records within seven business days.
 - f. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require vendors to use those materials to supplement whatever other materials they may use.
 - g. When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this Section.
 - h. Each Approved Vendor shall monitor marketing and sales activities to ensure that its agents are providing accurate and complete information and complying with all laws and regulations, including these marketing guidelines.
13. Records retention
- a. An Approved Vendor must retain each customer's subscription contract for six months longer than the duration of the subscription. Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records within twenty-one calendar days.
 - b. Upon the customer's request, the Approved Vendor shall provide the customer a copy of the fully executed contract via e-mail, U.S. mail or facsimile within twenty-one calendar days. The Approved Vendor shall not charge a fee for the copies if a customer requests fewer than three copies in a 12-month period.
14. Contract Renewal
- a. Non-Automatic Renewal. The community solar provider shall clearly and conspicuously disclose any subscription renewal terms in its contracts, including any cancellation procedure. For contracts with an initial term of six months or more, the provider shall send a notice of contract expiration separate from the bill at least 30 but no more than 60 days prior to the date of contract expiration. A second notice may be sent within 30 days of contract expiration if there is no response to the first notice. Nothing in this Section shall preclude a provider from offering a new subscription agreement to the customer at any other time during the contract period. If the customer enters into that new contract prior to the end of the contract expiration notice period, the notice of

contract expiration under this Section is not required. The separate written notice of contract expiration shall include:

- i. A statement printed or visible from the outside of the envelope or in the subject line of the e-mail (if customer has agreed to receive official documents by e-mail) that states "Contract Expiration Notice";
- ii. The date on which the existing contract will expire;
- iii. A full description of the renewal offer, including the date service would begin under the new offer, if a renewal offer was provided. If the new contract's terms differ from the existing contract, the developer shall include a UDS that identifies the new terms, as well as a side-by-side comparison of the material changes between the existing contract and the new contract; and
- iv. A statement, in at least 12-point font, that the customer must provide affirmative consent to accept the renewal offer.

- b. Automatic renewal of community solar subscriptions is not permitted unless the contract is fixed price without escalators.

15. Customers not fluent in English

- a. If any sales solicitation, agreement, contract or verification is translated into another language and provided to a customer, all of the documents must be provided to the customer in that other language.
- b. When it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the agent in English or when the customer or another person informs the agent of this circumstance, the Approved Vendor agent shall find another representative fluent in the customer's language, use an interpreter, or terminate the contact with the customer. When the use of an interpreter is necessary, a form consistent with Section 2N of the Consumer Fraud and Deceptive Business Practices Act must be completed.
- c. During a telephone solicitation, when it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand a telephone solicitation in English, or the customer or another person informs the agent of this circumstance, the agent must transfer the customer to a representative or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.

16. Respecting a customer's request to not be contacted or to terminate contact

- a. An Approved Vendor's agent or representative making an in-person visit or solicitation shall immediately leave the premises at the customer's, owner's or occupant's first request.
- b. An Approved Vendor's agent or representative making a telephone call to a prospective customer shall terminate the phone call at the request of the prospective customer.
- c. An Approved Vendor's agent or representative shall not conduct any in-person solicitations at any building or premises where any sign, notice or declaration of any description whatsoever is posted that prohibits sales, marketing, or solicitations.

17. Identification of salespeople

- a. Approved Vendor agents or representatives who engage in in-person solicitation for community solar subscriptions under 25 kW shall display identification on an outer

garment. This identification shall be visible at all times and prominently display the following:

- i. The Approved Vendor agent's full name in a clear and reasonable size font;
 - ii. An agent ID number;
 - iii. A photograph of the Approved Vendor agent; and
 - iv. The trade name and logo of the company the agent is representing.
 - b. If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.
18. Terms of the underlying contract between a subscriber and an Approved Vendor or its subcontractor must be consistent with terms of the required Standard Disclosure Form. Any statements made verbally must be consistent with the contract and the disclosure form. Per Section 7.6.2 of the IPA's Long-Term Renewable Resources Procurement Plan, all contracts with subscribers must contain the following provisions:
 - (a) A plain language disclosure of the subscription, including:
 - (i) The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis;
 - (ii) Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.
 - (b) Contract provisions regulating the disposition or transfer of a subscription, as well as the costs or potential costs associated with such a disposition or transfer;
 - (c) All nonrecurring (one-time) charges;
 - (d) All recurring (monthly, yearly) charges;
 - (e) A statement of contract duration, including the initial time period and any rollover provision;
 - (f) Terms and conditions for early termination, including:
 - (i) Any penalties that the Project Developer may charge to the subscriber; and
 - (ii) The process for unsubscribing and any associated costs.
 - (g) If a security deposit is required:
 - (i) The amount of the security deposit;
 - (ii) A description of when and under what circumstances the security deposit will be returned;
 - (iii) A description of how the security deposit may be used; and
 - (iv) A description of how the security deposit will be protected.
 - (h) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
 - (i) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:

- (i) Circumstances under which early cancellation by the Project Developer may occur;
- (ii) Manner in which the Project Developer shall notify the customer of the early cancellation of the contract;
- (iii) Duration of the notice period before early cancellation; and
- (iv) Remedies available to the customer if early cancellation occurs;
- (j) A statement that the customer may terminate the contract early, including:
 - (i) Amount of any early cancellation fee;
- (k) A statement describing contract renewal procedures, if any;
- (l) A dispute procedure;
- (m) The Agency's and Commission's phone number and Internet address;
- (n) A billing procedure description;
- (o) The data privacy policies of the Project Developer;
- (p) A description of any compensation to be paid for underperformance;
- (q) Evidence of insurance for the full replacement cost of the project;
- (r) A description of the project's long-term maintenance plan. This shall consist of either a contract with a third party operations and maintenance company for the duration of the REC contract or an explanation of how the approved vendor or project owner will accomplish this maintenance themselves;
- (s) Current production projections and a description of the methodology used to develop production projections;
- (t) Contact information for the Project Developer for questions and complaints;
- (u) A statement that the Project Developer does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;
- (v) The method of providing notice to the subscribers when the project is out of service for more than three business days, including notice of:
 - (i) The estimated duration of the outage; and
 - (ii) The estimated production that will be lost due to the outage.
- (w) Any other terms and conditions of service.

Additionally, the contract shall disclose procedures for the subscriber to follow should the subscriber move to a different location within the same utility service territory, and procedures for the subscriber to follow should the subscriber wish to transfer its subscription to another person within the same utility service territory.

19. Consequences for violation of marketing guidelines

- a. Approved Vendors may be barred from participating as Approved Vendors. Per Section 6.13.3 of the Long-Term Renewable Resources Procurement Plan, "Approved Vendors found by the Agency to have violated consumer protection standards may be subject, at minimum, to suspension or revocation of their Approved Vendor status by the Agency, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities."
- b. Approved Vendors may be subject to conditional approval and other forms of progressive discipline upon discovery of any problems related to consumer protection. Such forms of progressive discipline include temporary suspension from program

participation, limitations on the extent of program participation, and a prohibition on the ability to serve as an Approved Vendor for customers below 25 kw in size.

20. The ABP Program Administrator may follow up with customers to confirm that the customer received, understood, and signed the Standard Disclosure Form. If, after the Program Administrator's reasonable investigation and subject to affirmation by the IPA, a customer is found not to have received, understood, and signed the Standard Disclosure Form, the Approved Vendor may be subject to discipline for the violation of marketing guidelines.
21. The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing to the Office of the Illinois Attorney General, consumer protection groups, local authorities, and/or others.
22. As some marketing of community solar subscriptions may have occurred prior to the finalization of these guidelines, Approved Vendors and their agents and representatives shall ensure that if any prior statements or representations are inconsistent with these guidelines, that they clearly update and correct those statements and representations with any entity that subsequently becomes a subscriber to their community solar project.
23. Contract Rescission
A small subscriber wishing to rescind the pending subscription agreement will not incur any early termination fees, and will receive a full refund of any upfront payment, if the customer contacts the community solar provider to rescind the pending agreement within 3 calendar days (or the next business day if the 3rd calendar day is not a business day) after signing the subscription agreement.