



Illinois Shines

Marketing Best Practices & Consumer Protection

Presented by Energy Solutions

AGENDA

Illinois Shines

Marketing Best Practices & Consumer Protection

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1. Consumer Protection Overview



Disclosure Forms and Brochure

- The Disclosure Form is a key consumer protection requirement in Illinois Shines.
- Purpose is to provide customers with clear, consistent information about the Program, the specific offer, and consumer rights.
- 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 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 or subscription agreement.
- It is a Program violation for the Disclosure Form to be signed after a contract – see [here](#) for explanation of when new DF is/is not required.
- See the Disclosure Form Deep Dives [here](#).

Distributed Generation with Illinois Shines
on-site solar serving the energy needs of your home or business

What is Illinois Shines?
Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

What is Distributed Generation?
A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

What Are RECs?
RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy. For more information on RECs, see a video at vimeo.com/132450230.

Will I Be Paid Directly for the RECs My Solar Project Generates?
Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed. Illinois Shines is not a rebate program, and the State of Illinois does not make direct payments to customers.

What Are the Ownership and Financing Options When Installing Solar?
The most common options are 1) PURCHASE: buy the project outright or finance with a loan 2) LEASE: make regular payments to the project owner, or 3) POWER PURCHASE AGREEMENT (PPA): pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity

Illinois Shines | **IPAA**
ILLINOIS POWER AGENCY

Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 781-9120

Illinois Shines Solar Project Purchase Disclosure Form
Solar Project Purchase Disclosure Form -ID# 505481

Illinois Shines is a state solar incentive program. An installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the solar project, including its size, cost, operations, warranties, and financial benefits. More information about Illinois Shines is available at www.illinoisshines.com and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>. Another state solar incentive program, Illinois Solar for All, is available for income-eligible customers and includes savings guarantees (visit www.illinoisforall.com for more information).

This form is not a substitute for your contract. **Carefully read your contract before signing.** You may want to compare offers from multiple installers or Approved Vendors. You should take whatever time you need to shop around and to fully understand the contract before signing.

You may rescind your installation contract and receive a refund of any deposit by contacting the project seller within the period allowed by your contract or law, which cannot be less than three calendar days.

If you are unable to resolve a complaint with your installer or Approved Vendor, you may contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-5408. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may also be able to help; call (800) 243-0618 or visit <https://illinoisattorneygeneral.gov/Files-4-Complaint/>.

| Customer Information | | Approved Vendor | |
|----------------------|------------------------------------|-----------------|-------------------------------------|
| Name | John Doe | Legal Name | IGS Solar LLC |
| Address | 123 Illinois St, Chicago, IL 60131 | Marketing Name | |
| Phone | 123-123-1234 | Address | 6100 Emerald Pkwy, Dublin, OH 43016 |
| Email | jdoe@illinoisbp.com | Phone | 614-659-5675 |
| Service utility | AmerentIllinois | Email | IGS_IL_incentive@igs.com |
| Customer type | Residential/Small Commercial | | |

| Project Seller | | Project Installer | |
|----------------|--------------------------------|-------------------|--------------------------------|
| Legal Name | Seller | Legal Name | Seller |
| Marketing Name | | Marketing Name | |
| Address | 123 AV lane, Chicago, IL 43016 | Address | 123 AV lane, Chicago, IL 60131 |
| Phone | 123-123-1234 | Phone | 123-123-1234 |
| Email | seller@solar.com | Email | seller@solar.com |

Consumer Protection Overview

- The Consumer Protection team investigates consumer complaints and other potential Program violations and enforces requirements laid out in the [Consumer Protection Handbook](#) and [Program Guidebook](#).
- When the Consumer Protection Team reaches out to an Approved Vendor regarding a consumer complaint or potential violation, the communication will include:
 - A summary of the alleged issue(s)
 - A deadline to acknowledge receipt of the communication
 - A deadline to respond to the potential violation(s), contact the customer (when necessary), and offer a proposed resolution to the matter
- The Consumer Protection team will take the Approved Vendor's responses, actions taken to resolve consumer complaints and potential violations, and responsiveness into consideration when determining whether to move forward with corrective action, compliance plan, warning letter, or suspension.



Complaints Process

- Public Consumer Complaint Report
- Complaints process (deadlines, setting expectations, etc.)

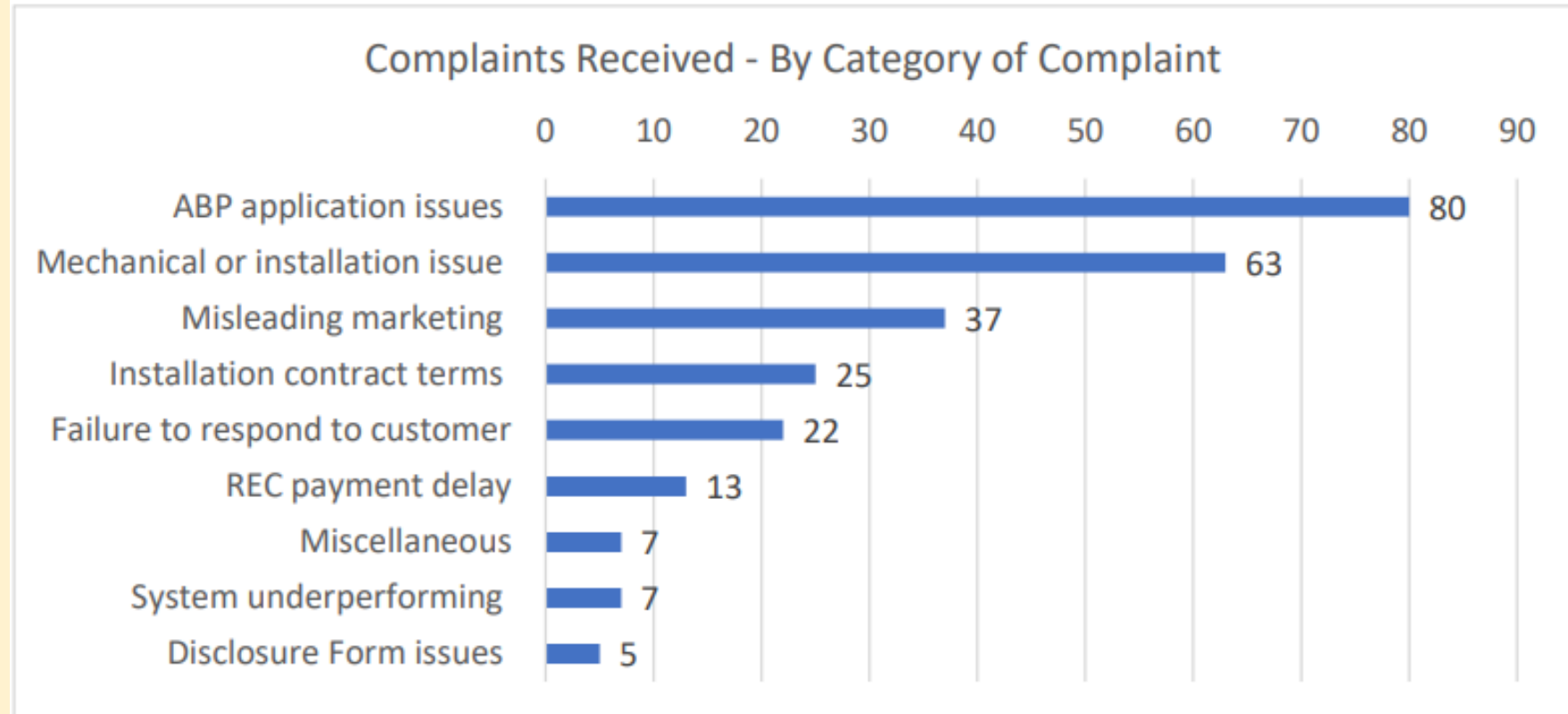


Figure 3: This graph shows the number of complaints received by the Program Administrator for each category in 2022.

Pre-Disciplinary and Disciplinary Processes

- **AVs and Designees have a duty to be responsive to Program Administrator inquiries**
 - Failure to respond to Program Administrator requests/inquiries within specified deadlines may result in finding of violation of Program requirement regarding responsiveness
- **Pre-disciplinary Process**
 - Notice of Potential Violation
 - Warning Letter / Appeal
 - Compliance Plan or Corrective Action / Appeal
- **Disciplinary Process**
 - Suspension / Appeal
 - Reinstatement
- Consequences of Program Violations explained in Consumer Protection Program Violation Response Matrix in the [Consumer Protection Handbook](#)
- In many situations, **responsiveness** to the Program Administrator can help prevent an AV and Designee from advancing through the pre-disciplinary and disciplinary processes





Knowledge Check!



Q1. When must the Disclosure Form be signed by the customer?

- a. At any point in the contracting or subscription agreement process
- b. After signing a contract or subscription agreement
- c. Before signing a contract or subscription agreement
- d. After signing a contract or subscription agreement, but before receiving REC payments



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- b. After signing a contract or subscription agreement
- c. Before signing a contract or subscription agreement
- d. After signing a contract or subscription agreement, but before receiving REC payments



Q2. What is the role of the Consumer Protection team?

- a. To investigate complaints and enforce requirements laid out in the Consumer Protection Handbook and the Program Guidebook
- b. To provide legal advice to customers and Approved Vendors on contract terms
- c. To defend customers and Approved Vendors in court
- d. To investigate complaints from Approved Vendors concerning their customers



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- c. To defend customers and Approved Vendors in court
- d. To investigate complaints from Approved Vendors concerning their customers



Q3. What elements will the initial communication from the Consumer Protection team to an Approved Vendor regarding a potential violation include?

- a. A summary of planned disciplinary action
- b. A summary of the alleged issue(s)
- c. A deadline to acknowledge receipt of the communication
- d. A deadline to respond to the potential violation(s), contact the customer, and offer a proposed resolution to the matter
- e. B, C, and D



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- b. A summary of the alleged issue(s)
- c. A deadline to acknowledge receipt of the communication
- d. A deadline to respond to the potential violation(s), contact the customer, and offer a proposed resolution to the matter
- e. B, C, and D



Q4. True or false: Responsiveness to the Program Administrator during the complaint resolution process is not important.



Q4. True or false: Responsiveness to the Program Administrator during the complaint resolution process is not important.

False

[Responsiveness to the Program Administrator is important and required. Nonresponsiveness may result in an additional finding of a Program violation.]

2. Marketing Guidelines Overview



Common Marketing Violations

Description of the Program

Statements about RECs and the nature of energy received by customers






Statements about customer savings and the nature of offers

Representations about identity and affiliates

Use of testimonials

In-Person Marketing

Illinois Shines Marketing Guidelines Overview

-  One way to make sure Illinois Shines is successful is by ensuring information provided to potential customers is clear, accurate, and not misleading.
-  Compliance with marketing requirements remains a top priority for the Consumer Protection Team.
-  Providing current and prospective customers with clear and accurate information about costs they will incur to participate in the Program can help ensure that they are confident in their decision to participate.
-  Robust consumer protections are important to building trust with customers and the public to ensure long-term success of the Program.
-  If an AV has questions about potential marketing language, please reach out to the Program Administrator for guidance.

Statements about RECs and Nature of Energy Received by Customers

AVs and Designees shall disclose their intent to sell RECs through the Program. Since the RECs are transferred to a utility, the system owner and/or third-party user of electricity should NOT claim to be using clean or renewable energy.



Acceptable language includes:

- *The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your panels affordable.*
- *Your solar project will create energy from the sun.*
- *Your solar project will contribute to the development of new solar power.*
- *Go green and support the installation of solar in Illinois.*



Unacceptable language includes:

- *Your home will run on cleaner, greener energy.*
- *There’s solar RECs, renewable energy credits, which you get from the state of Illinois.*
- Help *bring clean energy* to your community.

Describing the Program



Acceptable language includes:

- *Illinois Shines is a state-administered incentive program for new solar photovoltaic (“PV”) systems. The Program provides payments in exchange for delivery of Renewable Energy Credits (“RECs”) generated by PV systems over 15 or 20 years, dependent upon system type.*
- *The Adjustable Block Program is another name for Illinois Shines, and the name used in the Illinois Power Agency Act. Participation in the Adjustable Block Program is the same thing as participation in Illinois Shines.*



Unacceptable/not preferred language includes:

- *The Adjustable Block Program, also called “Illinois Shines,” was created as a way for utilities to obtain RECs from their customers who have renewable energy systems. **Solar system owners can take advantage of the Adjustable Block Program by entering a 15-year contract to sell RECs to their utility.** Under this contract, the utility offers an **up-front payment to the customer** for all the RECs their solar system is expected to generate over 15 years.*
- *Illinois Shines is a state-administered **rebate** program for new solar photovoltaic (“PV”) systems.*

Statements about Customer Savings & the Nature of Offers



Not acceptable language includes:

- *Eliminate your electric bill.*
- *Get paid by utilities to go solar.*
- *There are no added costs to join or cancel, no recurring subscription fees, and no "gotcha" moments. (CS context)*



Language that must be supported by an explicit savings guarantee in the customer's contract:

- *You are guaranteed to save money.*
- *You will save [x]% on your utility bill.*



Acceptable language includes:

- *Lower your electric bills.*
- *Save money by going solar.*

Statements about Customer Savings & the Nature of Offers

- AVs and Designees shall accurately portray prospective customers' anticipated costs and savings. AVs and Designees shall not make any demonstrably false or unsubstantiated statements about whether or to what degree an offer will save customers money.
- AVs and Designees may not claim that customers (a) are guaranteed to save money, or (b) will save a certain amount of money, unless the customer contract includes an explicit and binding savings guarantee mirroring that claim.
- AVs and Designees shall not make claims that an offer is “free,” “no cost,” or “\$0” unless the customer is guaranteed to not have any financial obligation for the solar project or community solar subscription.
 - Free/no cost/\$0 may only refer to offers in which there is a guarantee the customer will not pay anything (including, but not limited to, lease payments, power purchase agreement payments, subscription payments, enrollment fees, ongoing monthly fees, early termination fees, or tax obligations).
- Common complaints Consumer Protection receives regarding misleading marketing includes:
 - Claims that customers would no longer receive an electric bill.
 - Claims stating that "the state" would pay for a customer's solar installation or that rooftop solar would be "free."
 - Misinformation about a customer's SREC incentive and/or federal tax credit amounts.

Representations about Identity and Affiliates

- Approved Vendors and Designees, including individual agents and salespersons, shall accurately portray their identities and affiliations.
- "Approved Vendors and Designees shall not represent, make claims, or create the impression that they are affiliated with, endorsed by, or acting on behalf of any governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group..."



Not acceptable language includes:

- We represent Illinois Shines.
- We are offering solar on behalf of Illinois Shines [or IPA].
- We are with the utility to save you money.



Acceptable language includes:

- Illinois Shines is a state program that provides an incentive for solar projects.
- We represent [entity name], which is a community solar provider/solar company.

Use of Testimonials

- All testimonials must be provided by an actual customer of the entity using the testimonial and include a disclaimer that individual customers' experience may differ.
- If the testifying customer received payment or other incentive to provide the testimony, the testimony must include a disclaimer stating that the customer received payment or incentive.
- Testimonials shall not make false claims, promise savings, or otherwise violate any of the requirements of these Guidelines. (For example, a customer saying that they eliminated their electric bill is prohibited.)
- Any testimonials that reference a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.

Example: Testimonial from Jane Doe, St. Charles, IL

- We were impressed with the XXX's employees who came to install the solar panels on our roof. We could not be more pleased with XXX and how professional our salesperson and their crew worked.

“



”

In-Person Marketing

Identification

- AV or Designee agents or representatives who engage in in-person solicitation for distributed generation projects under 25 kW or community solar subscriptions under 25 kW shall display identification on an outer garment.
 - Identification should include: the agent's full name, agent ID number, photograph of the agent and trade name and logo of the company the agent is representing.

Door-to-Door (D2D) Solicitation

- AVs and Designees must follow any local ordinances or requirements regarding D2D sales, including prohibited hours.
 - In the absence of applicable local ordinances or requirements, AVs and Designees 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.
- An AV or Designee 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.
- An AV or Designee's agent or representative shall immediately leave the premises at the customer's, owner's, or occupant's first request.



Knowledge Check



Q5. Which of the following is an example of an acceptable statement about RECs and the nature of energy received by customers?

- a. Your home will run on green energy
- b. Your solar project will generate energy from the sun
- c. You will receive energy credits from the state of Illinois
- d. You will increase your community's use of clean energy



Q5. Which of the following is an example of an acceptable statement about RECs and the nature of energy received by customers?

- a. Your home will run on green energy
- b. Your solar project will generate energy from the sun**
- c. You will receive energy credits from the state of Illinois
- d. You will increase your community's use of clean energy



Q6. Which of the following is not an example of an acceptable statement about customer savings and the nature of offers.

- a. Participation in this Program will reduce your electric bill to zero
- b. Save money by going solar
- c. Decrease your electric bills
- d. Power your home with energy from the sun



Q6. Which of the following is not an example of an acceptable statement about customer savings and the nature of offers.

- a. Participation in this Program will reduce your electric bill to zero
- b. Save money by going solar
- c. Decrease your electric bills
- d. Power your home with energy from the sun



Q7. True or false: Claims that a customer is guaranteed to save money and/or will save a certain amount of money must be supported by an explicit savings guarantee in the customer's contract.



Q7. True or false: Claims that a customer is guaranteed to save money and/or will save a certain amount of money must be supported by an explicit savings guarantee in the customer's contract.

True



Q8. True or false: Testimonials do not need to be provided by an actual customer of the entity or include a disclaimer that individual customers' experience may differ.



Q8. True or false: Testimonials do not need to be provided by an actual customer of the entity or include a disclaimer that individual customers' experience may differ.

False

[Testimonials do need to be provided by an actual customer of the entity and include a disclaimer that individual customers' experience may differ.]



Q9. Which of the following are requirements for in-person marketing?

- a. Identification, displayed on an outer garment, including the agent's full name, their ID number, a photograph of the agent, and a trade name and logo of the company the agent is representing
- b. Obtaining consent to enter multi-unit residential dwellings
- c. Immediately leaving the premises at the customer's, owner's, or occupant's first request
- d. All of the above



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- c. Immediately leaving the premises at the customer's, owner's, or occupant's first request
- d. All of the above

Thank you!

Comments or questions?

Email: Admin@IllionisShines.com

