

05.10.2019

Consumer Protections Guidelines

For Low-income Community Solar Projects

VERSION 2.0

Contents

Consumer Protections Guidelines	1
For Low-income Community Solar Projects	1
Contents.....	2
Introduction	3
Consequences for violation of consumer protections guidelines	4
Standard disclosures	5
Financial requirements.....	5
Participant data and Income Verification	7
Marketing materials requirements	8
Marketing behavior requirements.....	14
Systems energized on or after June 1, 2017 and before these guidelines were issued.....	22
Attestation	24

Introduction

In addition to technical system requirements, Approved Vendors in the Illinois Solar for All (“ILSFA”) Program must work within prescribed guidelines that govern their interaction with the marketplace and potential and actual program participants. Low-income communities have historically been underserved by programs that offer resources and incentives for energy and housing, and access to capital. They have generally had very low participation in the clean energy economy. This has created an information gap and a high level of distrust of the institutions and programs designed to help these communities. Low-income communities have often been targeted with false or deceptive marketing practices, predatory sales, unfair contracts, and poor-quality workmanship.

Program participants in the context of Low-income Community Solar are the subscribers participating in community solar projects funded by Illinois Solar for All. These participants contract with the Approved Vendor or their agents and receive value from the energy the system produces. These guidelines require that the information shared with participants is clear and accurate to ensure a transparent and positive experience for participants and to mitigate these risks. Approved Vendors are required to indicate their adherence to these guidelines during registration. All aspects of consumer protections will be monitored by the Program Administrator during project and contract approval and are embedded into project approval processes.

These Illinois Solar for All Consumer Protections Guidelines for Low-income Community Solar Projects apply to Approved Vendors (including Single Project Approved Vendors), Approved Vendor Aggregators, and Aggregator Designees developing Low-income Community Solar projects; the Guidelines cover how they recruit subscribers.

A separate document is available with consumer protections guidelines specifically for Low-income Distributed Generation projects.

These guidelines also apply to each Approved Vendor’s designees, agents, and subcontractors. All Approved Vendors are responsible for taking reasonable measures to ensure agents and subcontractors comply with these guidelines. For example, Approved Vendors who work with subscriber management

organizations, sales agents, and/or subcontractors must ensure these entities fully understand and abide by these guidelines. Approved Vendor Aggregators who work with Designees, as well as sales agents and subcontractors must also ensure these entities fully understand and abide by these guidelines.

For the purpose of the following guidelines, any reference to “Approved Vendor” should be understood to apply to all Approved Vendor types and to their Designees, agents, employees, contractors, and subcontracting or partnering solar installers and marketers (including those responsible for recruiting and signing up project subscribers). Approved Vendors are responsible for the activities of their agents or subcontractors related to meeting these guidelines and shall monitor marketing and sales activities to ensure that their agents are providing accurate and complete information and complying with all laws and regulations, including these guidelines.

Consequences for violation of consumer protections guidelines

1. Approved Vendors found by the Program Administrator to have violated consumer protection standards may be subject to, at minimum, formal “Probation” status or suspension from the Illinois Solar for All Program and potentially from the Adjustable Block Program, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities. The Illinois Power Agency (“IPA” or “Agency”) reserves the right to refer possible cases of consumer fraud to the Office of the Attorney General of Illinois.
2. Approved Vendors may be subject to conditional approval and other forms of progressive discipline upon discovery of any problems related to consumer protection, including temporary or permanent suspension from program participation.
3. Approved Vendors barred, suspended, revoked, or otherwise limited in their participation with the Adjustable Block Program will immediately be barred, suspended, revoked, or otherwise limited in their participation in the Illinois Solar for All Program.
4. The Program Administrator’s determinations of discipline due to violations of consumer protection guidelines may be appealed to the IPA, and the opportunity to appeal (as well as a deadline by when such appeal should

be made) will be communicated by the Program Administrator as part of its determination of discipline. To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale for why it believes the Program Administrator's determination is in error as well as sharing any supporting information, documents, or communications. The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor's position. The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

Standard disclosures

1. Standard disclosures are required for all Low-income Community Solar project subscriptions. Disclosures are facilitated via the Approved Vendor portal at www.illinoisfa.com. Contract terms and system information are entered into the portal disclosure form and an automated disclosure form is created based on the financial model and project type.
2. Each subscriber to a participating project must receive the completed, standard disclosure prior to contract execution. The Approved Vendor will be required to submit a signed copy (signed either physically or electronically by the participant) when applying for a REC contract.
3. The ILSFA Program Administrator may follow up with customers to confirm that the customer received, understood, and signed the ILSFA 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 or understood the ILSFA Standard Disclosure Form, yet signed the form, the Approved Vendor may be subject to discipline for the violation of consumer protections guidelines.

Financial requirements

1. All Illinois Solar for All Low-income Community Solar subscribers must have no up-front payments or up-front subscription fees. In other words, required payments or fees may not begin until the project is energized and

- producing value for the participant, and the customer has a subscription in place to realize value from the project.
2. Approved Vendors must demonstrate that any ongoing costs and fees paid by the participant will not exceed 50% of the value of energy generated by the participant's share of the system.
 - a. Value will be determined by the Participant's net metering credits as represented by anticipated bill credits from their energy supplier.
 - b. Savings will be calculated for the first year, as well as on average for the term of the lease or PPA contract, or for 25 years in the case of the system purchase option. A minimum savings of 50% is required for both.
 - c. Savings is calculated by dividing total subscription costs by total energy (supply) value; energy value will be based on either 1) an average statewide residential equivalent of \$0.06 per kWh, or 2) the customers actual rate, determined by averaging the supply rate over a 12-month period using actual bills. Copies of bills will be submitted at Part II project application. This rate will be used as an average net metering offset or credit value.
 - d. Energy escalation can be calculated at no more than 1.7% per year.
 - e. Annual cost increases to Participants cannot exceed the energy escalation rate for that customer's calculations.
 3. Approved Vendors will ensure that loans for the purchase of a share in the Low-income Community Solar project will not be secured by the program participant's home or home equity.
 4. Financing amounts, terms, and conditions for a purchase of a system share or a lease-based subscription must be based on an assessment of the program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act¹.
 5. Contracts for loans to purchase panels as part of qualified Low-income Community Solar projects, or lease subscription contracts, must offer terms that include forbearance. If a program participant can show good

¹ See Consumer Financial Protection Bureau, April 10, 2013. *Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide*, http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-gm-rule.pdf. Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c), creditors generally must consider eight underwriting factors: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history.

cause in a request for forbearance, financiers must offer a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months. Missed revenues may be recovered later in the stage of the contract, but no interest may be applied.

Participant data and Income Verification

1. Approved Vendors are required to collect property and contact information for each subscriber, including income verification information and limited personally identifiable information.
 - a. Approved Vendors will not initiate the income verification process for a customer without the customer first giving consent.
 - b. Participants must first certify their income eligibility before the Approved Vendor verifies their eligibility. Income qualifications levels by Illinois county/MSA are available on <https://www.illinoisfa.com>.
 - c. Income verification for ILSFA subscriber participants must be done in the prescribed manner detailed in the Participant Eligibility and Verification section of the Approved Vendor Manual. This includes the completion of the Basic Information Form with participant certification, as well as using one of the prescribed methods also indicated in the Participant Eligibility and Verification section of the Approved Vendor Manual.
 - d. All personally identifiable information related to income verification (Social Security number, income, etc.) will be deleted/destroyed by the Approved Vendor once the participant has been approved by the Program Administrator.
2. The Approved Vendor will take care in collecting complete and accurate information and ensure all personal data is secured and transferred to the Program Administrator according to established protocols.
3. Any data breach of participant information, including loss of control, compromise, unauthorized disclosure, acquisition or access of that data must be reported to the Program Administrator and affected Participants immediately.
4. Participant or project data may not be given or sold to anyone outside of the Approved Vendor organization or shared with subcontractors or agents other than to conduct the business of Illinois Solar for All project development.

5. In addition, Approved Vendors and their agents will ensure all parties related to ILSFA projects meet the requirements of the Illinois Personal Information Protection Act, 815 ILCS 530.
6. An Approved Vendor must retain each customer's subscription contract for a minimum of 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.
7. 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 no more than three copies in a 12-month period.

Marketing materials requirements

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 and renewable energy credits ("RECs"), community solar, and the Illinois Solar for All Program. Approved Vendors shall disclose their intent to sell the project's RECs into the ILSFA Program. Should an Approved Vendor have any questions about whether a statement constitutes accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review. The Program Administrator will endeavor to respond within 5 business days.
 - a. What is the Illinois Solar for All Program?
 - i. The Illinois Solar for All Program is an incentive program that supports the development of new solar photovoltaic ("PV") systems to benefit low-income households and communities in Illinois through the purchase of RECs.
 - ii. ILSFA enables the sale of 15 years of RECs produced by qualified PV systems to Illinois utilities or to the Illinois Power Agency. Payments vary depending on the project type, size of the system and where it is located.
 - iii. Examples of statements companies may not make related to ILSFA:
 1. "We represent the ILSFA Program."

2. “The ILSFA Program pays incentives to low-income households.”
 3. “The ILSFA Program gives RECs to participants.”
 4. “The ILSFA Program gives out free solar panels.”
- iv. Examples of statements companies may make related to the ILSFA Program:
1. “The ILSFA is a state program that provides an incentive for solar PV systems that serve low-income and environmental justice communities.”
 2. “If you sign a contract with us, and our application to ILSFA is approved, our community solar PV system will be part of the ILSFA Program.”
 3. “As a subscriber to a project that participates in ILSFA, you will attain net savings on your electric bill, based on your current supply rates.”
- v. Companies may not make any demonstrably false or unsubstantiated statements about the Illinois Solar for All Program.
- b. What are RECs and why are they valuable?
- i. RECs are created when renewable energy generation systems, including solar panels, generate 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.
 - ii. 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 or the IPA through the ILSFA Program, then the subscriber should not claim to be using clean or renewable electricity. Thus, Approved Vendors and their subcontractors may not suggest that customers subscribing to projects participating in the ILSFA Program will receive or use renewable electricity.
 - iii. 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.”

- iv. Examples of statements companies may make related to RECs and the energy produced by the system:²
 - 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 help Illinois reach its solar goals.”
 - 3. “This community solar project will create energy from the sun.”
 - 4. “By subscribing to this community solar project, you will contribute to the development of new solar power.”
- v. Companies may not make any demonstrably false or unsubstantiated statements about RECs.
- c. What is the relationship between the Adjustable Block Program (“ABP”) and the Illinois Solar for All Program?
 - i. The Illinois ABP, like the ILSFA Program, is an incentive program that supports the development of new solar photovoltaic systems in Illinois through the purchase of RECs, including community solar projects. While the ABP enables the sale of RECs produced by PV systems to Illinois utilities, the ILSFA Program enables the sale of RECs produced by PV systems to both utilities and the Illinois Power Agency, depending on the source of funding.
 - ii. The ABP will purchase RECs from qualified projects serving any type of household, business, or other entity. The ILSFA Low-income Community Solar sub-program specifically serves low-income households.
 - iii. The incentives (value of the RECs purchased) for the ILSFA program are measurably higher than in the ABP to allow incentives to be passed on to qualified participants and help cover the additional costs associated with marketing, building, and maintaining PV systems in these communities.
- 3. ILSFA sets a goal of allocating 25% of incentives to environmental justice communities across the state. The designation of environmental justice

² See 16 C.F.R. § 260.15(d), Ex. 5; also see Federal Trade Commission letter dated February 5, 2015, available at https://www.ftc.gov/system/files/documents/public_statements/624571/150205gmpletter.pdf.

- communities is done using a method prescribed in the Long-Term Renewable Resources Procurement Plan.
- a. This designation is used solely for establishing a mechanism for achieving this goal. The designation does not have specific or implicit purpose outside of this ILSFA allocation goal.
 - b. Further, households that reside within a designated environmental justice community are not qualified to participate in ILSFA because of this designation. Households must still qualify based on income.
 - c. Approved Vendors or their agents and subcontractors will not state that customers will qualify for ILSFA based on residing in an environmental justice community.
4. Approved Vendors are required to include contract provisions that ensure the financial terms between vendors and participants are clear, transparent, and protect participants against unsafe and unfair business practices.
- a. Clear and transparent financial terms
 - i. Contracts and marketing materials must be presented in the language requested by the participant.
 - ii. 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 ILSFA Community Solar Standard Disclosure Form and the contract.
 - iii. All terms and values related to system production that are used to estimate the customer's financial return in the ILSFA Community Solar 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.
 - iv. All marketing materials must be consistent with the ILSFA Community Solar Informational Brochure.
 - b. Talking about financial benefits
 - i. Illinois Solar for All requires that all qualified participants see no upfront costs or subscription fees.
 - ii. Community solar marketing agents shall emphasize to prospective subscribers that value from their subscription agreement is primarily realized through electricity bill

credits, and that enrollment in net metering for community solar will take place as part of the subscription enrollment process. The value of community solar net metering bill credits will depend on the subscriber's energy supply rate. There may be a lag of 1-2 billing cycles before net metering credits appear on the subscriber's bill.

- iii. ILSFA requires that all ongoing costs and fees to participants do not exceed 50% of the value of the energy generated for their share of the system. For example:
 1. If a Low-income Community Solar subscriber receives \$500 of bill credits on average on their electricity bill annually, their total costs and fees must not exceed \$250 on average annually.
 - iv. A community solar provider cannot state that a customer will be guaranteed to save money unless the provider guarantees that the customer will always pay fees on a per-kWh basis equaling less than the utility's default supply rate.
 - v. Examples of statements that companies may not make related to whether or how customers will save money:
 1. "If you subscribe to an ILSFA community solar project you will save 50% on your energy bills."
 2. "ILSFA guarantees savings on your energy bills."
 3. "ILSFA guarantees 50% savings for all community solar subscribers."
 - vi. Examples of statements companies may make related to whether customers will save money:
 1. "The ILSFA Program requires that all subscribers see value from the energy the solar PV system generates."
 2. "ILSFA community solar subscribers see value from their solar PV system in different ways, depending on the rate you pay for your electricity supply and your share of the community solar system."
 3. "The ILSFA Program ensures that you will pay fees totaling no more than half of whatever electric bill value you receive (at the time of initiating the subscription) through the program."
5. Approved Vendors and their agents shall accurately portray their identities and affiliations.

- a. All materials shall reflect that the Approved Vendor, or the Approved Vendor's agent, is not employed by, representing, endorsed by, or acting on behalf of the Illinois Power Agency, the Program Administrator, a utility or a utility program, a consumer group or consumer group program, or a governmental body, except in those cases where the Approved Vendor is a consumer group or governmental body. Approved Vendors and their agents shall refrain from making false claims or creating false impressions regarding their identity and/or affiliations.
- b. Use of utility or government names and logos
 - i. All marketing materials produced by the Approved Vendor or its agents and subcontractors must be submitted to the Program Administrator for review upon request.
 - ii. Illinois Solar for All standard program brochures or marketing materials may be adapted by the Approved Vendor or their agents and subcontractors only upon review and approval of the Program Administrator.
 - iii. An Approved Vendor or its agent shall not use the logo of a public utility, the Illinois Commerce Commission ("ICC"), the Illinois Power Agency, the Program Administrator, the State of Illinois, the ILSFA Program, or the ABP in any manner, except the following:
 1. An Approved Vendor or their agents and subcontractors may use the IPA or Program Administrator logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Community Solar Informational Brochure and the ILSFA Standard Disclosure Form.
 2. An Approved Vendor or their agents and subcontractors may use the Illinois Solar for All logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Community Solar Informational Brochure and the ILSFA Standard Disclosure Form.
 - iv. An Approved Vendor or its agent shall not use the name of a public utility, the ICC, the IPA, the Program Administrator, or the State of Illinois in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a customer to believe that an Approved Vendor is soliciting on behalf of, or is an agent of, a utility,

the ICC, the IPA, or the Program Administrator. For avoidance of doubt, an Approved Vendor can state the fact that it is an Approved Vendor under the IPA's Illinois Solar for All Program.

- v. 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, the IPA, or the Program Administrator, 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.
- vi. IPA and the ILSFA Program Administrator will address any requests for exceptions on a case-by-case basis.

Marketing behavior requirements

1. Approved Vendors shall comply with all existing local, state, and federal laws.
2. Complaints by Illinois Solar for All community solar subscribers to the Approved Vendor or the agents or subcontractors related to Illinois Solar for All projects must be reported to the Program Administrator by the Approved Vendor.
3. Complaints by program participants directed or conveyed to Approved Vendors should be acted upon promptly, with initial contact made by the Approved Vendor within 24 hours of notice.
4. If a community solar subscription contract requires a customer to receive service from a specific Alternative Retail Electric Supplier (ARES), then the initial energy supply rate that the customer will be charged by the ARES must be disclosed on the Standard Disclosure Form, as well as disclosure of 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 to be a sufficient disclosure of the method and formula used to determine the energy supply rate.
5. 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.
6. 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. About subscriber savings.
 - iv. About contract terms and conditions.
 - v. Or any other program related claims.
 - vi. 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 “green” or “solar” or “renewable” products.
 - 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 benefits they receive from the community solar subscription contract.
7. Sales and marketing interactions
- a. An Approved Vendor shall comply with, and shall ensure that all of its 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 e-mail requirements, including properly identifying the type of e-mail and opt out provisions.
- b. Any community solar provider for a project that is, or seeks to be, part of the ILSFA Program 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 the ILSFA 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.
8. Using Illinois Solar for All Brochures

- a. The ILSFA Community Solar Informational Brochure must be presented to the customer at the first contact or first contact after brochure release between the Approved Vendor and customer that occurs in person or online and during which community solar is discussed or information regarding community solar is presented. A customer signature is not required at this stage.
- b. If first contact between an Approved Vendor and customer during which community solar is discussed or information regarding community solar is presented is by telephone or direct mail, the ILSFA Community Solar Informational Brochure shall be included at first (if any) follow-up that takes place in person or online. A customer signature is not required at this stage.
- c. The ILSFA 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. The ILSFA Standard Disclosure Form is to be completed after a consumer's subscription size is agreed upon, and a completed disclosure form must be delivered to the customer before the subscription 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 ILSFA Informational Brochure and ILSFA Standard Disclosure Form may be delivered to the customer electronically, but these two documents must be delivered to the customer. (and not merely hyperlinked).

9. In-person solicitation

- a. An Approved Vendor's agent or representative shall state that he or she represents an independent seller or third-party owner ("TPO") of 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, a utility program, a consumer group, a consumer group program, a governmental program, or government body (unless the Approved Vendor is a governmental body or consumer group). The agent shall state the company or organization they work for. If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the

Approved Vendor can request permission from the Program Administrator to do so.

- 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.³

10. Telemarketing

- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved Vendor's agent or representative who contacts prospective participants or participants 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 they represent a community solar provider. An Approved Vendor's

³ 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 2-16-054.

agents or representatives shall not state or otherwise imply that they are 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). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

11. 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). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

12. Online Marketing

- a. Each Approved Vendor offering subscription agreements to community solar projects online shall clearly and conspicuously make available the ILSFA Community Solar 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). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

13. 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 PV systems generally, and the community solar subscription services that they sell, including how community solar systems share energy, the types of contracts offered, rates, payment and

- billing options, the customer's right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor agents 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 or providing services. Should an Approved Vendor have any questions about whether 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 ILSFA Program shall complete a training program conducted by the Approved Vendor (or their employee or agent) 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 that will be part of the ILSFA Program. 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.

14. Customers not fluent in English

- a. Contracts and marketing materials must be presented in the language requested by the participant.
- b. If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all the documents must be provided to the customer in that other language.
- c. 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 Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505) must be completed.
- d. 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.

15. 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.

16. Identification of salespeople

- a. Approved Vendor agents or representatives who engage in in-person solicitation for community solar subscriptions 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.
17. 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.

Systems energized on or after June 1, 2017 and before these guidelines were issued

1. Some Low-income Community Solar projects submitted into the ILSFA Program may involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the full development and final publication of these guidelines.
2. 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.
3. For such systems the Illinois Commerce Commission's Order in Docket No. 17-0838 requires the following for consumer protection:
 - a. A signed subscription contract amendment, that brings the contract into full compliance with the minimum contract requirements from the Plan;

- b. The ILSFA Community Solar Standard Disclosure Form, signed by the customer after subscription contract execution; and
 - c. Proof that the ILSFA Community Solar Informational Brochure was provided to the customer.
4. The above-mentioned materials must be provided by the Approved Vendor at the time the project applies to the ILSFA Program.
5. Attached at the end of this document is an attestation form that Approved Vendors must complete at the Part II application stage for any Low-Income Community Solar project, related to compliance with these Consumer Protection Guidelines, provision of a Standard Disclosure Form and ILSFA Community Solar Informational Brochure, and compliance with ILSFA Low-income Community Solar Contract Requirements. For projects that were energized or executed subscription contracts with subscribers on or after June 1, 2017 and before the issuance of these final Low-Income Community Solar Consumer Protection Guidelines on May 10, 2019, the attestation form is meant to allow for the possibility that the subscriber is not responsive to good-faith attempts to contact him/her for this purpose or refuses to sign an amended contract or disclosure form. If the Approved Vendor claims that the customer could not be reached and/or refused to sign a revised contract or ILSFA Standard Disclosure Form, then the Program Administrator may attempt to contact that customer or system host to confirm this claim.
6. The IPA and its Program Administrator retain the ability to exclude projects that, in their determination, represent deceptive marketing or bad faith business practices through complaints or other information brought to their attention (whether or not subscribers have signed contract amendments or disclosure forms), and will “monitor, to the extent possible, potential Approved Vendors’ conduct to ensure good-faith attempts of compliance with the spirit of pending consumer protection requirements.” (See ICC Order of April 3, 2018 at 107).

Attestation

ILLINOIS SOLAR FOR ALL PROGRAM
LOW-INCOME COMMUNITY SOLAR PROJECT APPLICATION

PART II ATTESTATION FOR APPROVED VENDORS

Approved Vendor

Project Location

Date of project energization (if applicable)

As part of the Approved Vendor's application of this project to the Illinois Solar for All Program ("ILSFA"), the Approved Vendor attests to all of the following:

1. MARKETING COMPLIANCE

With respect to this project, any and all marketing activity that occurred after the IPA released its final ILSFA Low-income Community Solar Consumer Protections Guidelines on May 10, 2019 was fully compliant with those Guidelines.

2. DISCLOSURE FORM AND BROCHURE

Please choose A or B

A. A Standard Disclosure Form signed by each subscriber identified in this Part II application, including an attestation that the ILSFA Low-income Community Solar Informational Brochure was received, is being provided with this application.

-or-

B. This project went under contract for community solar subscription for certain subscriber(s) prior to the release of final ILSFA Low-income Community Solar consumer protection materials on May 10, 2019. With respect to this project, good-faith, diligent efforts after that date to provide the Standard Disclosure Form and the ILSFA Low-Income Community Solar Informational Brochure to each of the following subscribers were unsuccessful or resulted in the subscriber's refusal to sign the disclosure.⁴ [List affected subscribers]

3. COMMUNITY SOLAR SUBSCRIPTION CONTRACT

A. The community solar subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II application is fully consistent with information in the Standard Disclosure Form provided to the system host and Program Administrator.

B. The subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II application provided the subscriber with a 3-day right to cancel the contract. [If the subscription contract was executed prior to the date of publication of final Low-income Community Solar Consumer Protection Guidelines on May 10, 2019, the 3-day rescission option could have been provided after that date.]

Please choose only one of C or D

C. The Low-income Community Solar subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II

⁴ Please note that this attestation option cannot be exercised until 7 days have passed after the disclosure form is generated and provided to the subscriber.

application is fully compliant with all ILSFA minimum Low-income Community Solar Contract Requirements published by the IPA on May 10, 2019.

-or-

D. If a Low-income Community Solar subscription contract was executed between the Approved Vendor (or its agent) and a subscriber prior to the IPA's publication of final ILSFA Low-income Community Solar Contract Requirements on May 15, 2019, please list the name of each such subscriber here and, for each subscriber, check **one** of the following:

The Approved Vendor (or its agent) has executed a signed contract amendment with the subscriber that brings the contract into full compliance with all minimum contract requirements published by the IPA on May 15, 2019.

The original Low-income Community Solar subscription contract was already fully compliant with the final contract requirements published by the IPA on May 15, 2019.

The Approved Vendor's (or its agent's) diligent, good-faith efforts to contact the subscriber using all known contact information, following the release of the IPA's final ILSFA Low-income Community Solar subscription contract requirements, were unsuccessful.

The subscriber refused to sign the contract amendment.

Other (please explain):
