

**Adjustable Block Program Guidelines for Distributed Generation  
DRAFT Marketing Materials and Marketing Behavior  
Released for Comment: 3 APRIL 2020**

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 community solar projects are also part of the ABP, this document applies specifically to distributed generation ("DG") projects and not to community solar systems. (A different set of guidelines has been published for community solar systems.) These guidelines apply to systems of all sizes, except where it is specifically stated that certain provisions only apply to transactions involving systems under 25 kW.

As used herein, the term "Approved Vendor" covers not only the entity serving as an Approved Vendor within the Adjustable Block Program, but also that entity's affiliates, employees, contractors and subcontractors, agents, installers, marketers, customer service liaisons, or any other person or entity acting in any way on the Approved Vendor's behalf in connection with the project receiving a REC delivery contract through the Adjustable Block Program. Approved Vendors may be disciplined for the failure of any of these entities to follow the Adjustable Block Program's Marketing Guidelines through suspension of eligibility to receive REC delivery contracts through the Adjustable Bock Program.

Relatedly, any of these non-Approved Vendor entities may themselves be suspended from performing services in connection with Adjustable Block Program projects for the violation of these Marketing Guidelines (through subjecting an Approved Vendor to automatic suspension by working with that entity). In assessing discipline, focus will generally be placed primarily on the entity responsible for the violation of Marketing Guidelines, but all entities involved in transactions supported by this state-administered program are ultimately required to ensure that these guidelines are faithfully followed.

Unless otherwise specified herein, "IPA" refers to the Illinois Power Agency or its Program Administrator, with the latter responsible for the day-to-day enforcement of these Marketing Guidelines.

**Guidelines for marketing materials**

1. Approved Vendors shall not make any demonstrably false or misleading statements.
2. Approved Vendors shall accurately portray the nature of solar power, renewable energy credits ("RECs"), and the ABP (or its customer-facing brand name, "Illinois Shines"). Approved Vendors shall disclose their intent to sell the project's RECs into the ABP or through Illinois Shines. 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 and the Program Administrator will endeavor to respond within 5 business days.

- a. What is the Adjustable Block Program?
  - i. The Adjustable Block Program is a state-administered program for new solar photovoltaic (“PV”) systems. The program provides payments in exchange for 15 years of Renewable Energy Credits (“RECs”) generated by PV systems.
  - ii. What is Illinois Shines?
    1. Illinois Shines is the brand name of the Adjustable Block Program. Participation in Illinois Shines is the same thing as participation in the Adjustable Block Program.
- b. What are RECs and why are they valuable?
  1. RECs represent the environmental value 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. Utilities must purchase RECs to meet their obligation to supply a certain amount of power from renewable energy. RECs can also be valuable to businesses seeking to be able to say that they use solar power.
  2. If the RECs from a distributed generation project are transferred to a utility through the ABP, then neither the distributed generation project host and/or owner should claim to be using clean or renewable electricity. Thus, consistent with the IPA’s understanding of Federal Trade Commission guidelines, customers of distributed generation projects that sell RECs should generally not state that they are powered by renewable energy.
  - ii. Examples of statements Approved Vendors should not make related to the energy produced by the system if RECs are already contracted to be transferred.
    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 the energy produced by the system if RECs are already contracted to be transferred.
    1. “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your panels affordable.”
    2. “Your PV system will create energy from the sun.”
    3. “Your PV system will contribute to the development of new solar power.”
    4. “Go green and support the installation of solar in Illinois”
  - iv. Companies may not make any demonstrably false or unsubstantiated statements about RECs.
- 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 economic benefits for the customer 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 generally consistent with the Illinois Shines Distributed Generation Informational Brochure, and, in particular, with the following item from the brochure:
    1. That customers are not guaranteed to save money with solar unless the contract includes an explicit savings guarantee;
    2. That the Standard Disclosure Form will include a standardized savings estimate that will enable customers to compare offers between vendors;
    3. In general, it is acceptable to make claims about saving money. The Program Administrator reserves the right to inquire about any savings claims made in marketing materials for prospective Program participants.
  - iv. Examples of statements that Approved Vendor **cannot** make related to whether customers will save money.
    1. Statements that indicate that customers may eliminate or zero out their utility bill are inaccurate and not acceptable.
      - a. "Eliminate your electric bill."
      - b. "Fire your utility."
      - c. "No more utility bills."
      - d. "Your electric bill will be reduced to \$0"
  - v. Examples of statements that Approved Vendors **may only conditionally make** related to whether customers will save money.
    1. Savings guarantees.
      - a. "You are guaranteed to save money if you get solar panels."
        - i. This statement is only permitted in marketing materials if the contract includes an explicit savings guarantee.
        - ii. The Program Administrator may follow up with an Approved Vendor seeking supporting materials, including the customer's contract, to verify the veracity of this statement.
  - vi. Examples of statements companies **may** make related to whether customers will save money.
    1. Certain examples of acceptable marketing statements:
      - a. "Lower your electric bills."
      - b. "Reduce your electric bill"
      - c. "Save money by switching to solar."
      - d. "We expect that by installing solar you will save money."
      - e. "Offset your electric bill."
    2. In the context of marketing distributed generation projects, the Program Administrator reserves the right to seek supporting materials

- (including customer contracts) to demonstrate that even these claims are not false, unsubstantiated, or misleading).
- a. For example, an Approved Vendor cannot provide a marketing claim of “Reduce your electric bill” while providing a lease agreement with monthly payments that on average a greater than the expected decrease on the customer’s electric bill through reduced usage and net metering credits.
  - vii. Approved Vendors are prohibited from making any demonstrably false or unsubstantiated statements about whether installing solar will save customers money, including false or unsubstantiated statements about levels of savings.
3. Approved Vendors and their agents and subcontractors, including all Designees and Associates, shall not represent, make claims, or act on behalf of any government agency or program, including but not limited to the ABP or Illinois Shines.
- i. Examples of statements companies may not make related to the ABP or Illinois Shines.
    1. “The ABP [or Illinois Shines] guarantees that you will save money.”
    2. “We represent the ABP [or Illinois Shines].”
  - ii. Examples of statements companies may make related to the ABP [or Illinois Shines].
    1. “The ABP [or Illinois Shines] 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 [or Illinois Shines] is successful, the PV system we install on your roof will be part of the ABP [or Illinois Shines].”
  - iii. Companies may not make any demonstrably false or unsubstantiated statements about the ABP [or Illinois Shines].
  - iv. Illinois Shines: The Program Administrator has released consumer-facing branding for the ABP. Illinois Shines is the brand name and consumer-facing brand of the Adjustable Block Program. Participating in Illinois Shines is the same thing as participating in the Adjustable Block Program, making all marketing guidelines that are applicable to the ABP apply to Illinois Shines as well. Consumer-facing information on the ABP can be found at [www.illinoisshines.com](http://www.illinoisshines.com).
4. Approved Vendors and their agents shall accurately portray their identities and affiliations.
- a. Materials shall not state or otherwise imply that the Approved Vendor is 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 body, except in those cases where the Approved Vendor is in fact 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.
    - i. An Approved Vendor shall not state or otherwise imply that it is endorsed by, represents, or is acting on behalf of the Illinois Commerce Commission (“ICC”), the Illinois Power Agency (“IPA”), the State of Illinois, the ABP, Illinois Shines,

- any municipality, or any other governmental agency in any manner, except the following:
1. An Approved Vendor may use the IPA logo on materials that have been created by the IPA, including the Illinois Shines Distributed Generation Informational Brochure and the Standard Disclosure Form.
  - ii. Marketing materials shall not refer to the ICC, the IPA, the State of Illinois, the ABP, Illinois Shines, any municipality, or any other governmental agency or program 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, or the IPA. An Approved Vendor may state the fact that it is an Approved Vendor under the IPA's Adjustable Block Program.
- b. Use of utility name and logo
- i. An Approved Vendor or its agent shall not utilize the name of a public utility in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a consumer to believe that the Approved Vendor or its agent is soliciting on behalf of or is an agent of a utility.
  - ii. 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, or its services, to identify, label or define any of its offers.
    1. This does not, however, restrict use of a utility name in describing where an offer is valid.
- c. Approved vendors may use testimonials to advertise customer experience. All testimonials must be provided by actual customers. All testimonials must include a disclaimer that user experience may differ.
- i. The IPA may request documentation to validate the accuracy of testimonials including verification of the identity of the testifier.
  - ii. Testimonials cannot include language that make false claims or promise savings.
  - iii. Testimonials cannot be violative of any of the above restrictions (for example, using a utility executive or government official to endorse an Approved Vendor).
- d. The IPA will address any requests for exceptions on a case-by-case basis.
5. Marketing materials shall be provided in a language in which the customer subject to the marketing is able to understand and communicate.
6. Approved Vendors are responsible for ensuring compliance with these marketing guidelines by their Designees, agents, and subcontractors, and are expected to proactively review such materials and practices.
- a. The IPA may request to review all marketing materials created by Approved Vendors and their Designees, agents, and subcontractors that are relevant to the Illinois Adjustable Block Program and Illinois Shines. The determination of whether to request materials rests with the IPA and must be followed by an Approved Vendor.
  - b. Upon review of marketing materials, the IPA may request that these materials be altered to ensure that the content of the materials are not deceptive, confusing, or misleading, and to further ensure that they do not feature misrepresentations about the

relationship between the IPA, the Adjustable Block Program, Illinois Shines, and the Approved Vendor. The determination of whether to require changes rests with the IPA and must be followed by an Approved Vendor.

7. At a minimum, Approved Vendors, or entities acting on behalf of Approved Vendors, should be afforded the following:
  - a. In the event that the Program Administrator identifies that it believes an entity is not acting or has not acted in compliance with Program requirements in connection with the Program, the Program Administrator will notify the Approved Vendor through an e-mail that:
    - i. Outlines the problematic behavior
    - ii. Explains how the behavior is non-compliant with program requirements
    - iii. Requests more information about the issue
  - b. With the limited exception of emergency situations requiring immediate action (as determined at the discretion of the IPA), no disciplinary determination (such as the suspension or revocation of the ability to participate as or on behalf of an Approved Vendor) will be made by the Program Administrator without the allegedly offending party having the opportunity to offer a written or oral explanation of the problematic behavior for review and analysis by the Program Administrator.
  - c. All disciplinary determinations made by the Program Administrator will be communicated through a written explanation of the determination featuring at least the following:
    - i. A brief explanation of the infractions for which the entity is being disciplined.
    - ii. A timeline of communications between the offending entity and the Program Administrator.
    - iii. Specific reference to which specific Program requirement(s)/guideline(s) the offending entity violated.
    - iv. An explanation of any disciplinary action, including what specific conduct is no longer permitted in connection with the Program through the length of the suspension.
    - v. An explanation regarding how the Approved Vendor and/or Designee can appeal the disciplinary determination to the Agency and the deadline for submission applicable to any appeal.

#### **Guidelines for marketing behavior**

1. Approved Vendors must comply with all existing local, state, and federal laws, regulations, and ordinances.
2. Customers shall not be required to sign up for a specific Alternative Retail Electric Supplier as part of their solar contract.
3. Unfair, deceptive, or abusive acts or practices by Approved Vendors are not permitted in relation to their involvement in the Program.
  - a. Approved Vendors shall conduct all aspects of their business that address 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.
4. 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/or any other medium.
  - b. All claims made by Approved Vendors 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 PV system as “free” in verbal or written marketing or sales discussions unless there is a guarantee that a customer will not pay any amount of money for the PV system or the energy it generates.
5. Sales and marketing interactions
- a. Approved Vendors 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 email requirements, including properly identifying the type of email and opt out provisions.
  - b. All Approved Vendors 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 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 becomes aware that a customer clearly misunderstands a material issue in a solar transaction or that the system will not work as intended to be used by the customer, the Approved Vendor should correct that misunderstanding.
  6. An installer’s representative shall evaluate the site’s azimuth, orientation, and shading before designing a system. The system must be designed before the customer signs an installation contract.
  7. The following materials and information shall be provided to the customer at the indicated steps of the process:
    - a. The Illinois Shines 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 Illinois Shines Informational Brochure shall be included at first (if any) follow-up that takes place in person or online.
    - c. The Illinois Shines 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 Standard Disclosure Form is to be completed after system design, and 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 Illinois Shines Informational Brochure and Standard Disclosure Form may be delivered to the customer electronically, but these two documents must be delivered to the customer as an attachment, or otherwise fully displayed for the customer’s review, and not merely hyperlinked for access.
  8. In-person solicitation
    - a. An Approved Vendor’s employee or agent conducting any in-person marketing or solicitation shall state that they represent an independent seller or third-party owner (“TPO”) of PV systems and that they are 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 is a governmental body or consumer group). The employee or agent shall state the company 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 only do so after having requested and received permission from the IPA to do so, with such permission granted at the IPA’s sole discretion.

- b. In the absence of local ordinances or regulations, Approved Vendors 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. An Approved Vendor 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, or its subcontractor shall perform criminal background checks on all employees and agents engaged in in-person solicitation.
    - i. 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.
    - ii. 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—assuming not otherwise prohibited by local, state, or federal law—is not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.<sup>1</sup>
9. Telemarketing
- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved Vendor who contacts customers by telephone for the purpose of selling or leasing PV systems, advertising, or soliciting customers for PPAs shall provide the agent's name and a unique identification number that can be used to identify the agent. The Approved Vendor's representative shall state that they represent an independent seller or TPO of PV systems, and 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 only do so after having requested and received permission from the IPA to do so, with such permission granted at the IPA's sole discretion. An Approved Vendor's representative must disclose the name of the entity that representative works on behalf of, as well as the name of the actual Approved Vendor participating in the program being served by that entity, upon request by the customer.
  - b. Call logs must be maintained for all outgoing marketing or solicitation calls. The logs shall be provided upon request to the IPA.
10. Direct mail

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<sup>1</sup> 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. 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 only do so after having requested and received permission from the IPA to do so, with such permission granted at the IPA's sole discretion.

#### 11. Online marketing

- a. Each Approved Vendor offering PV system sale or financing online shall clearly and conspicuously make available the Illinois Shines Informational Brochure prior to collecting any personal information other than a zip code or electric service territory. 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 only do so after having requested and received permission from the IPA to do so, with such permission granted at the IPA's sole discretion.

#### 12. Conduct and training of agents, representatives, and contractors

- a. Each Approved Vendor shall conduct training for individual representatives engaged in in-person solicitation and telemarketing to residential consumers on behalf of that Approved Vendor prior to conducting any such solicitations on the Approved Vendor's behalf.
  - i. Each Approved Vendor shall submit a copy of its training materials to the IPA on an annual basis and the IPA shall have the right to require updates or modifications to the material.
  - ii. Those training materials must feature content covering the applicable Sections of these marketing guidelines.
  - iii. 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 distributed generation projects under 25 kW to projects that will be part of the ABP.
  - iv. After initial training, each Approved Vendor shall be required to conduct refresher training for its individual representatives every six months.
  - v. Independent of its annual disclosure, upon request by the IPA, an Approved Vendor shall provide requested training materials and training records within seven business days.
  - vi. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and their agents to use those materials to supplement whatever other materials they may use.

- vii. 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.
  - b. An Approved Vendor's agent or representative must be knowledgeable about the PV systems that they sell, including the fundamentals of how the PV systems work, types of contracts offered (e.g., sale, lease, PPA), payment and billing options, the customers' 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 a certain language or materials would be considered false, misleading, inaccurate, or deceptive, please proactively submit that language or statement to the Program Administrator for review and approval.
  - d. Utility account numbers can be collected incidental to collection of historical usage information. Utility 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, the Approved Vendor must delete all information related to and including that customer's account number as soon as reasonably possible after the customer has decided not to contract with the Approved Vendor.
  - e. 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 sales or lease contract or PPA for fifteen years and six months after the energization of the system, or for six months longer than the duration of the lease or PPA, whichever is longer. 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 with 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.
  - c. With respect to information submitted by Approved Vendors into the Adjustable Block Program, the IPA and Program Administrator will provide confidential treatment to any commercially sensitive information submitted by Approved Vendors in connection with participation in the Adjustable Block Program. This includes the assertion of FOIA exemptions for commercially sensitive information or for personally identifying information when applicable in response to a FOIA request, and to otherwise protect the confidentiality of commercially sensitive information in response to any discovery request or other request made in connection with formal investigation or litigation.

Approved Vendors should expressly designate any commercially sensitive information as “confidential or proprietary” to maximize the likelihood that such information would be protected from disclosure by a reviewing body (such as a reviewing court or the state’s Public Access Counselor) in response to an appeal of the Agency’s determination that such information should not be disclosed in response to a FOIA request.

14. All in-person and telephone solicitations shall be conducted in a language in which the customer subject to the marketing or solicitation is able to understand and communicate. An Approved Vendor shall terminate a solicitation if the consumer subject to the marketing or solicitation is unable to understand and communicate in the language in which the marketing or solicitation is presented.
  - 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 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.
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 PV systems 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.
    - c. Approved Vendors must promptly provide a complete list of agent names and ID numbers upon request by the Agency.
17. Terms of the underlying contract between a customer 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.
18. 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 also be subject to forms of progressive discipline. Such forms of progressive discipline include temporary suspension from Program participation, limitations on the extent of Program participation, a prohibition on the ability to serve as an Approved Vendor for customers below 25 kW in size, and other restrictions on Program participation as deemed warranted by the IPA.
  - c. Approved Vendors may also be subject to conditional approval, or denial of status as Approved Vendors, upon the demonstration of a pattern of negative customer experiences or ongoing misrepresentations to customers (whether in Illinois or other jurisdictions) or violations of these requirements.
19. The ABP Program Administrator may follow up with customers to confirm that the customer received the Program Brochure, and received 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.
20. 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, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.

**Compliance Pathway for DG Projects Fully or Partially Completed Before Publication of ABP Marketing Requirements**

1. Some distributed generation projects submitted as batches into the Adjustable Block Program will involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the full development and final publication of DG marketing guidelines and

related materials on December 27, 2018, or prior to the final publication of DG contract requirements on January 23, 2019.

- a. See the IPA's Long-Term Renewable Resources Procurement Plan at Section 6.13.1 for details of how these systems will be approved. In short, for such systems, the Commission's Order in Docket No. 17-0838 requires the following for consumer protection:
  - i. A signed contract amendment, that brings the contract into full compliance with the minimum contract requirements by the IPA on January 23, 2019;
  - ii. The Standard Disclosure Form, signed by the customer post-contract execution; and
  - iii. Proof that the Illinois Shines Informational Brochure was provided to the customer.
- b. The signed Standard Disclosure Form and proof of Informational Brochure provision must be provided by the Approved Vendor at the time the project submits a Part 1 application to the ABP. If the project was energized or went under contract prior to the release of final consumer protection materials on December 27, 2018, the Approved Vendor will have an opportunity to attest at the Part I application stage that good-faith, diligent attempts after December 27, 2018 to provide the Standard Disclosure Form and Informational Brochure to the system host were unsuccessful or resulted in the system host's refusal to sign the disclosure. This option cannot be exercised until 7 days have passed after the disclosure form is generated and provided to the system host.
- c. Attached at the end of this document is an attestation form that all Approved Vendors must complete at the time of the Part II application for any distributed generation project. Special considerations are provided for projects energized before the issuance of these final marketing guidelines on November 26, 2018, as well as projects for which installation contracts were signed before the issuance of final contract requirements on January 23, 2019. This attestation form has been drafted mindful of the possibility that the home or building owner may not be 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 Standard Disclosure Form, then the Program Administrator may attempt to contact that customer or system host to confirm this claim.
- d. 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 customers 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).

## Adjustable Block Program

### Distributed Generation Project Application

#### Part 2 Attestation for Approved Vendors Pursuant to Sections 6.13 and 6.13.1 of the Long-Term Renewable Resources Procurement Plan ("Plan")

Approved Vendor: \_\_\_\_\_

Project Location: \_\_\_\_\_

Name of system host: \_\_\_\_\_

Date of installation contract execution: \_\_\_\_\_

Date of installation contract amendment (if any): \_\_\_\_\_

Date of project energization: \_\_\_\_\_

As part of the Approved Vendor's application of this project to the Adjustable Block Program, the Approved Vendor attests to all of the following:

- With respect to this project, any and all marketing activity that occurred after the IPA released its final Distributed Generation Marketing Guidelines on November 26, 2018 was fully compliant with those Guidelines.
- The installation contract signed between the Approved Vendor (or its agent) and the system host is fully consistent with information in the Standard Disclosure Form provided to the system host and Program Administrator.
- The installation contract signed between the Approved Vendor (or its agent) and the system host is fully compliant with all minimum contract requirements published by the IPA on January 23, 2019.

If an installation contract was executed between the Approved Vendor (or its agent) and the system host prior to the IPA's publication of final Distributed Generation Contract Requirements on January 23, 2019, please **skip** the third item above and instead check **one** of the following:

- The Approved Vendor (or its agent) has executed a signed contract amendment with the system host that brings the contract into full compliance with all minimum contract requirements published by the IPA on January 23, 2019.
- The original installation contract was already fully compliant with the final contract requirements published by the IPA on January 23, 2019.
- The Approved Vendor's (or its agent's) diligent, good-faith efforts to contact the system host using all known contact information, following the release of the IPA's final installation contract requirements, were unsuccessful.

The system host refused to sign the contract amendment.

Other (please explain):

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