

**Adjustable Block Program Guidelines for Community Solar**  
**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 distributed generation ("DG") projects are also part of the ABP, this document applies specifically to community solar projects and not to DG systems. (A different set of guidelines has been published for DG systems.) These guidelines apply to subscriptions of all sizes, except where it is specifically stated that certain provisions only apply to subscriptions 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 (including subscription solicitation and management 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 ~~and their agents and subcontractors~~ shall not make any demonstrably false or misleading statements.
2. Approved Vendors ~~and their agents and subcontractors~~ shall accurately portray the nature of solar power, renewable energy credits ("RECs"), community solar, the ABP, and subscription offers for projects being funded through the ABP. Approved Vendors shall disclose their intent to sell the project's RECs into the ABP. Should an Approved Vendor have any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review and the Program Administrator shall 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 community solar projects and other PV systems.
- ii. What is Illinois Shines?
  - 1. Illinois Shines is the brand name of the Adjustable Block Program. ~~Participating~~Participation in Illinois Shines is the same thing as ~~participating~~participation in the Adjustable Block Program.
- ~~iii. 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].”~~
- ~~iv. 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 community solar project you subscribe to will be part of the ABP [or Illinois Shines].”~~
- ~~v. Companies may not make any demonstrably false or unsubstantiated statements about the ABP or Illinois Shines.~~
- 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 community solar project are transferred to a utility through the ABP, then neither the community solar provider nor the subscribers to that project ~~can~~should claim to be using clean or renewable electricity. Thus, consistent with the IPA’s understanding of Federal Trade Commission guidelines, Approved Vendors and their subcontractors ~~may~~should not suggest that customers subscribing to projects that sell RECS will receive or use renewable electricity.
- ii. Examples of statements ~~companies may~~Approved Vendors should not make related to ~~RECs and~~ the energy produced by the system and associated community solar bill crediting if RECs are 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 ~~RECs and~~ the energy produced by the system and associated community solar bill crediting if RECs are contracted to be transferred.

1. “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your subscription affordable.”
  2. “This community solar project will create energy from the sun.”
  3. “By subscribing to this community solar project, you will contribute to the development of new solar power.”
  4. “Go green and support the installation of solar in Illinois”
  5. “Help save the planet by supporting community 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 Community Solar 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. 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 ~~companies may not~~ Approved Vendor cannot make related to whether customers will save money.
    1. “You Statements that indicate that subscribers 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 subscribe to this project.”
        - i. ~~(This statement is only permitted in marketing materials if the contract includes an explicit savings guarantee.)~~

- ii. “EveryThe Program Administrator may follow up with an Approved Vendor seeking supporting materials, including the customer’s contract, to verify the veracity of this statement.”
    - b. “A customer who subscribes to a community solar project saves money[x]% of their utility bill.”
      - i. This statement is only permitted in marketing materials if the contract includes an explicit savings guarantee which matches the claim offered in marketing materials.
      - 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.
- v. ~~Examples of statements companies may make related to whether customers will save money.~~
- vi. “We expect many electricity customers in Illinois will save money.”
  - 1. Certain examples of acceptable marketing statements:
    - a. “Lower your electric bills.”
    - b. “Reduce your electric bill”
    - c. “Save money by subscribingswitching to solar.”
    - d. “We expect that community solar subscribers will save money.”
    - e. “Offset your electric bill.”
  - 2. In the context of marketing community solar subscriptions, 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 community solar subscriptions that are more expensive than the bill crediting received by the customer through the community solar project.” subscription
- 2. ~~“Our best estimate is that you will likely save money if you subscribe.”~~
- vii. Companies may not makeApproved Vendors are prohibited from making any demonstrably false or unsubstantiated ~~statement~~statements about whether community solar will save customers money, including false or unsubstantiated statements about levels of savings.
- viii. Community solar marketing agents shallApproved Vendors should generally emphasize to prospective subscribers that value from theira subscription agreement is primarily realized through net metering, and that enrollment in net metering will take place as part of the subscription enrollment process.
  - 1. Where possible, Approved Vendors should share that the value of net metering credits will depend on the subscriber’s energy supply rate.

- ~~1.2.~~ Where possible, Approved Vendors should share that there may be a lag of 1-2 billing cycles before net metering credits appear on the subscriber's bill.
- ~~3.~~ Where possible, Approved Vendors marketing subscriptions to projects not yet energized should 1) clearly disclose the expected energization date and 2) disclose that net metering credits will not be received by the subscriber before the time the project is energized, as that date may be later than the date expected by the subscriber. The Approved Vendor must also clearly communicate any subscription-related charges that may be assessed prior to energization of the project.
- ~~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 community solar systems."
  - ~~2.~~ "If you sign a contract with us, and our application to the ABP [or Illinois Shines] is successful, the community solar project you subscribe to 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.
- ~~3.4.~~ Approved Vendors and their agents shall accurately portray their identities and affiliations.
- ~~a.~~ All Marketing materials shall ~~reflect not state or otherwise imply~~ that the Approved Vendor, ~~or the Approved Vendor's agent,~~ is ~~not~~ employed by, representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or a governmental 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.
- ~~b.~~ Use of utility name and logo
- ~~i.~~ An Approved ~~Vendor or its agent~~ Vendors shall not ~~use the logo of a public utility, 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, ~~or the ABP~~ 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 Community Solar Informational Brochure and the Standard Disclosure Form.

- ii. ~~An Approved Vendor or its agent~~Marketing materials shall not ~~use the name of a public utility, refer to~~ the ICC, the IPA, ~~or 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. ~~For avoidance of doubt,~~An Approved Vendor ~~can~~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.

- iii.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 company, the ICC, or the IPA, or their/its 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.

1. IPA and the ABP Program Administrator This does not, however, restrict use of a utility name in describing where an offer is valid.

2. Likewise, this prohibition should not be interpreted to prohibit a utility from providing recovery of subscription costs on a customer's utility bill or to prohibit a utility from providing information about subscription offers for community solar projects within its service territory, assuming these practices are approved by the Illinois Commerce Commission.

- 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 or subscription offer).

- e.d. The IPA will address any requests for exceptions on a case-by-case basis.

**Guidelines for marketing behavior**

1. ~~These guidelines apply not only to Approved Vendors but also to their agents and subcontractors and any entity involved in customer-facing aspects of the sales and marketing of community solar subscriptions. Approved Vendors are responsible for taking reasonable measures to ensure agents and subcontractors comply with these marketing guidelines. For the purpose of the following guidelines, any reference to "Approved Vendor" should be understood to apply to their employees, contractors, and subcontracting or partnering solar installers and marketers of community solar subscriptions. While the jurisdiction of the IPA is limited to~~

~~entities working through an Approved Vendor, the IPA encourages any entity creating customer-facing materials regarding the Adjustable Block Program to adhere to these guidelines.~~

- ~~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, Associates, 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 shall 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

2.1. Approved Vendors must comply with all existing local, state, and federal laws, regulations, and ordinances.

3.2. 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.

4.3. A community solar provider~~An Approved Vendor~~ cannot state that a customer will be guaranteed to save money unless the provider guarantees that the customer will always pay less than the default supply rate.

a. The IPA may at its discretion seek substantiation of a savings guarantee through requesting customer contracts, billing information, or other documents and information from an Approved Vendor.

5.4. 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 ~~touch on~~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.

6.5. Advertising

- a. No advertising claim by any Approved Vendor should be deceptive or misleading, whether by affirmative statement, implication or omission, including claims:
  - i. About products or services.
  - ii. About pricing, quality and performance.
  - iii. Made in print, electronic, verbal, and /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 community solar subscription as “free” in ~~oral~~verbal or written marketing or sales discussions unless ~~there is a guarantee that~~ a customer will not pay anything any amount of money for the benefits they receive received from the community solar subscription ~~contract~~.

7.6. Sales and marketing interactions

- a. Approved Vendors shall comply with, and shall ensure that all of their employees, agents and contractors comply with, any and all federal, state, and local laws regarding restrictions on contacting its customers, including but not limited to the federal Do Not



Call Registry, the CAN-SPAM Act of 2003, the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, and any analogous state or local laws. This includes provisions related to:

- i. Prohibitions against manually dialed calls to wireless numbers;
  - ii. Call time restrictions;
  - iii. Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
  - iv. Not autodialing or texting wireless numbers without prior express written consent;
  - v. Limitations on the length of time callers may allow phones to ring;
  - vi. If using automated or prerecorded messages, ensuring compliant opt-out mechanisms are available, including a toll-free number to allow customers to easily opt-out of future calls;
  - vii. All applicable email requirements, including properly identifying the type of email and opt out provisions.
- b. ~~Any community solar provider for a project that is or seeks to be part of the ABP~~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 ~~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.

~~8.7.~~ The following materials and information shall be provided to the customer at the indicated steps of the process, regardless of customer class or subscription size:

- a. The Illinois Shines Community Solar Informational Brochure must be presented to the customer at the first contact between the Approved Vendor and customer that occurs in person or online 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 Illinois Shines 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. A completed Standard Disclosure Form must be delivered to the customer before the contract is signed. A representative of the Approved Vendor shall review the Standard Disclosure Form with the customer before the customer signs it and provide the customer with an opportunity to ask questions about the Standard Disclosure Form. An electronic signature is permitted. The Standard Disclosure Form will include an embedded link to the Illinois Shines Community Solar Informational Brochure.
- d. The Illinois Shines Community Solar Informational Brochure and Standard Disclosure Form may be delivered to the customer electronically ~~as either an attachment or a hyperlink, 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.~~

#### 9.8. In-person solicitation

- a. ~~The~~An Approved ~~Vendor~~Vendor's employee or agent conducting any in-person marketing or solicitation shall state that ~~he or she represents~~they represent a community solar provider. ~~An Approved Vendor's agent or representative, and~~ shall not state or otherwise imply that ~~he or she is~~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). The employee or agent shall state the company ~~s/he works~~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 only do so after having requested and received permission from the Program Administrator~~IPA~~ to do that so, with such permission granted at the IPA's sole discretion.
- 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~~An 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, or~~ its subcontractors~~subcontractor~~, shall perform criminal background checks on all employees and agents engaged in in-person solicitation. ~~The~~
  - i. An 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>

#### ~~10.9.~~ Telemarketing

- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved ~~Vendor's agent or representative~~ Vendor who contacts customers by telephone for the purpose of ~~signing up~~ advertising or soliciting customers for community solar subscriptions shall provide the agent's name and a unique identification number ~~that can be used to identify the agent~~. The Approved ~~Vendor agent~~ Vendor's representative shall state that ~~he or she represents~~ they represent a community solar provider. ~~An Approved Vendor's agent or representative, and~~ shall not state or otherwise imply that ~~he or she is~~ 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 that~~ 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 ~~off~~ for all outgoing marketing or solicitation calls. The logs shall be provided upon request to ~~IPA staff or the Program Administrator~~ IPA.

#### ~~11.10.~~ Direct mail

- a. Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group). 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~~ only do so after having requested and received permission from the ~~Program Administrator~~ IPA to do ~~that~~ so, with such permission granted at the IPA's sole discretion.

#### ~~12.11.~~ Online marketing

<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. Each Approved Vendor offering community solar subscriptions to customers online shall clearly and conspicuously make available the ABP 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 request only do so after having requested and received permission from the ~~Program Administrator~~ IPA to do that so, with such permission granted at the IPA's sole discretion.

13.12. Conduct and training of agents, representatives, and contractors

- ~~a. An Approved Vendor's agent or representative shall be knowledgeable of the requirements applicable to the marketing and sale of community solar subscriptions to the applicable customer class.~~
- ~~b. All Approved Vendor agents or representatives must be familiar with the subscriptions that they sell, including the rates, payment and billing options, the customers' right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor's agents or representatives must have the ability to provide the customer with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.~~
- a. Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting subscriptions or providing services. Should an Approved Vendor have any questions about whether certain language or 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.
- ~~c. Those training 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.~~
- i.ii. All Approved Vendor agents or representatives engaged in any solicitation behavior connected to systems participating in the Adjustable Block Program shall complete a training program that covers must feature content covering the applicable Sections of these marketing ~~behavior~~ 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 community solar subscriptions 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.

~~ii.v.~~ Independent of its annual disclosure, upon request by ~~the Program Administrator or~~ the IPA, an Approved Vendor shall provide requested training materials and training records within seven business days.

~~iii.vi.~~ The IPA and the Program Administrator reserve the right to produce standardized training materials and to require ~~vendors~~ Approved Vendors and their agents to use those materials to supplement whatever other materials they may use.

~~iv.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 shall be knowledgeable about the requirements applicable to the marketing and sale of community solar subscriptions to the applicable customer class.

c. All Approved Vendors' agents or representatives must be familiar with the subscriptions that they sell, including the rates, payment and billing options, the customers' right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor's agents or representatives must have the ability to provide the customer with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.

d. Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting subscriptions or providing services. Should an Approved Vendor have any questions about whether 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.

e. 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 subscribe.

e.f. 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.

14.13. Records retention

- a. An Approved Vendor must retain each customer's subscription contract for six months longer than the duration of the subscription. Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records within twenty-one calendar days.
- b. Upon the customer's request, the Approved Vendor shall provide the customer 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. ~~Where appropriate,~~ Approved Vendors should expressly designate any particularly 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.

15-14. Contract Renewal

- a. Non-Automatic Renewal. The community solar provider shall clearly and conspicuously disclose any subscription renewal terms in its contracts, including any cancellation procedure. For contracts with an initial term of six months or more, the provider shall send a notice of contract expiration separate from the bill at least 30 but no more than 60 days prior to the date of contract expiration. A second notice may be sent within 30 days of contract expiration if there is no response to the first notice. Nothing in this Section shall preclude a provider from offering a new subscription agreement to the customer at any other time during the contract period. If the customer enters into that new contract prior to the end of the contract expiration notice period, the notice of contract expiration under this Section is not required. The separate written notice of contract expiration shall include:
  - i. A statement printed or visible from the outside of the envelope or in the subject line of the e-mail (if customer has agreed to receive official documents by e-mail) that states "Contract Expiration Notice";
  - ii. The date on which the existing contract will expire;
  - iii. A full description of the renewal offer, including the date service would begin under the new offer, if a renewal offer was provided. If the new contract's terms differ from the existing contract, the developer shall include a Standard Disclosure Form that identifies the new terms, as well as a side-by-side comparison of the material changes between the existing contract and the new contract; and

- iv. A statement, in at least 12-point font, that the customer must provide affirmative consent to accept the renewal offer.
- b. Automatic Renewal. In addition to complying with the Illinois Automatic Contract Renewal Act [815 ILCS 601], the community solar provider shall clearly and conspicuously disclose any renewal terms in its contracts, including any cancellation procedure. For contracts with an initial term of six months or more, and when the contract automatically renews for a specified term of more than one month, the community solar provider shall send a notice of contract renewal separately from the bill at least 30 days but no more than 60 days prior to the end of the initial contract term. Nothing in this Section shall preclude a community solar provider from offering a new contract to the customer at any other time during the contract period. If the customer enters into a new contract prior to the end of the contract expiration notice period, the notice of contract expiration under this Section is not required. The separate written notice of contract renewal shall include:
  - i. A statement printed or visible from the outside of the envelope or in the subject line of the e-mail (if customer has agreed to receive official documents by e-mail) that states "Contract Renewal Notice";
  - ii. The bill cyclecycles in which service under the initial contract term expires and the new term will begin;
  - iii. A statement in bold lettering, in at least 12-point font, that the contract will automatically renew unless the customer cancels it, including the information needed to cancel;
  - iv. The process and options available to the customer to reject the new contract terms;
  - v. The cancellation process if the customer's contract automatically renews before the customer rejects the new contract terms;
  - vi. The terms and conditions of the new contract term;
  - iv-vii. If the new contract term includes a termination fee, a statement that the customer has until the end of the existing contract term to reject the new contract in order to avoid termination fees under the new contract; and
  - v-viii. A clear and conspicuous disclosure of the contract terms, including a full description of any renewal offers available to the customer. Automatic renewal is not permitted if the new contract's terms differ from the existing contract's terms.
- c. In addition to sending documentation required by subsection (b) by U.S. Mail, a community solar provider must alert the customer to the information contained in subsection (b) by one additional means of communication. The community solar provider may provide for the customer's choice one or more options for this additional notification. Permissible forms of notification a community solar provider may offer include e-mail, text message/SMS, postcards, or phone calls; provided, however, that the policy preference of the IPA is that a community solar provider use phone calls when a community solar provider is able to obtain a customer's express written consent to give notice in this manner. A community solar provider may provide the additional

notification by directing the customer to a website that contains the entirety of the information required by subsection (b).

- d. Each community solar provider shall maintain records that ~~the additional~~ any renewal offer or notification outlined in 14(a), 14(b), and 14(c) above was sent to the customer for the longer of two years or one year after the customer is no longer served by the community solar provider.

~~16. Customers not fluent in English~~

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

~~17.16.~~ 16.16. Respecting a customer's request to not be contacted or to terminate contact

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

~~18.17.~~ 17.17. Identification of salespeople

- a. Approved Vendor agents or representatives who engage in in-person solicitation for community solar subscriptions under 25 kW shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following:
  - i. The Approved Vendor agent's full name in a clear and reasonable size font;
  - ii. An agent ID number;



- iii. A photograph of the Approved Vendor agent; and
- iv. The trade name and logo of the company the agent is representing.
- b. If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.

c. Approved Vendors must promptly provide a complete list of agent names and ID numbers upon request by the Agency.

19.18. Terms of the underlying contract between a subscriber and an Approved Vendor or its subcontractor must be consistent with terms of the required Standard Disclosure Form. Any statements made verbally must be consistent with the contract and the Standard Disclosure Form.

Per Section 7.6.2 of the IPA's Long-Term Renewable Resources Procurement Plan, all contracts with subscribers must contain the following provisions:

- (a) A plain language disclosure of the subscription, including:
  - (i) The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis or a statement explaining how the rate will be calculated if it cannot be expressed as a predetermined rate per kilowatt-hour;
  - (ii) Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.
- (b) Contract provisions regulating the disposition or transfer of a subscription, ~~as well as the costs or potential costs associated with such a disposition or transfer;~~
- (c) All nonrecurring (one-time) charges;
- (d) All recurring (monthly, yearly) charges;
- (e) A statement of contract duration, including the initial time period and any rollover provision;
- (f) Terms and conditions for early termination, including:
  - (i) Any penalties that the Project Developer may charge to the subscriber; and
  - (ii) The process for unsubscribing and any associated costs.
- (g) If a security deposit is required:
  - (i) The amount of the security deposit;
  - (ii) A description of when and under what circumstances the security deposit will be returned;
  - (iii) A description of how the security deposit may be used; and
  - (iv) A description of how the security deposit will be protected.
- (h) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (i) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:

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

Additionally, the contract shall disclose procedures for the subscriber to follow should the subscriber move to a different location within the same utility service territory.

20.19. Consequences for violation of marketing guidelines

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

Such forms of progressive discipline include temporary suspension from Program participation, limitations on the extent of Program participation, ~~and~~ a prohibition on the ability to serve as an Approved Vendor for customers below 25 kW in size, and other restrictions on program participation as deemed warranted by the IPA.

~~b.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.

~~21.~~20. 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 and signed the Standard Disclosure Form, the Approved Vendor may be subject to discipline for the violation of Marketing Guidelines.

~~22.~~21. The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing to the Office of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.

~~23.~~22. As some marketing of community solar subscriptions may have occurred prior to the finalization of these guidelines, Approved Vendors and their agents and representatives shall ensure that if any prior statements or representations are inconsistent with these guidelines, that they clearly update and correct those statements and representations with any entity that subsequently becomes a subscriber to their community solar project.

~~24.~~23. Contract Rescission

A small subscriber wishing to rescind the pending subscription agreement will not incur any early termination fees and will receive a full refund of any upfront payment, if the customer contacts the community solar provider to rescind the pending agreement within 3 calendar days (or the next business day if the 3rd calendar day is not a business day) after signing the subscription agreement.