

# **Adjustable Block Program Guidelines for Community Solar Marketing Materials and Marketing Behavior**

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This document provides marketing guidelines for Approved Vendors submitting community solar projects into the Illinois Power Agency's Adjustable Block Program ("ABP") and marketing community solar subscriptions to those projects.

Although distributed generation ("DG") projects are part of the ABP, this document applies specifically to the marketing of subscriptions 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 ABP, 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 ABP. Approved Vendors may be disciplined for the failure of any of these entities to follow the ABP's Marketing Guidelines, including through suspension of that Approved Vendor's eligibility to receive REC delivery contracts through the Adjustable Block Program.

Relatedly, any of these non-Approved Vendor entities may themselves be suspended from performing services in connection with ABP 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.

Compliance with these guidelines is overseen on a day to day basis by the Program Administrator, InClima Solutions. These Marketing Guidelines outline the Program Administrator and Illinois Power Agency's anticipated roles in enforcement; however, nothing in these guidelines shall preclude the Agency from undertaking roles specified for the Program Administrator on an as-needed basis.

Illinois Shines is the brand name and consumer-facing brand of the Adjustable Block Program. 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 [illinoisshines.com](http://illinoisshines.com).

This document outlines program guidelines for the following: 1) marketing materials, generally understood as promotional information or other messages transmitted by an Approved Vendor related to community solar subscription transactions under the ABP; 2) marketing behavior, generally understood as actions taken by an Approved Vendor as part of its promotion and sales process of a community solar subscription under the ABP; and 3) disciplinary determinations and process for violations of ABP requirements.

## Referenced Terms and Documents

Specific program terms and documents are referenced throughout these Guidelines. These terms and documents are described and/or linked to below:

- **Adjustable Block Program:** The Illinois Adjustable Block Program (ABP) supports the development of new photovoltaic distributed generation systems and new photovoltaic community renewable generation projects in Illinois through the purchase of Renewable Energy Credits (RECs). The ABP was established by the Future Energy Jobs Act (Public Act 99-0906, effective June 1, 2017). More information on the Adjustable Block Program can be found in Chapters 6 and 7 the Illinois Power Agency's [Long-Term Renewable Resources Procurement Plan](#).
- **Adjustable Block Program Guidebook:** The [Adjustable Block Program Guidebook](#) describes the structure of the ABP and provides information about the program's operation. Section 10 of the Guidebook provides a glossary of program terms. Please check the [illinoisabp.com](http://illinoisabp.com) website for updates to the Program Guidebook.
- **Agency or IPA:** The Illinois Power Agency is a State agency tasked with administration of incentives for qualifying photovoltaic projects. See 20 ILCS 3855/1-1 *et. seq.*
- **Approved Vendor:** An entity approved by the Program Administrator to submit project applications to the Adjustable Block Program and to act as counterparty to the ABP contracts with the utilities. [Approved Vendor Requirements](#), originally released on October 30, 2018, provide information to be collected from prospective Approved Vendors and the evaluation criteria for Approved Vendors.
- **Community Solar Project:** A solar project which (1) is interconnected to an electric utility, a municipal utility, or a rural electric cooperative, (2) allows subscribers to pay for shares or some other "interest" in the project, receiving bill credits in exchange, and (3) does not exceed 2,000 kW AC in size. Also known as a photovoltaic "community renewable generation project." 20 ILCS 3855/1-10. These guidelines apply to community solar projects under the ABP.
- **Community Solar Provider:** An entity which works to acquire original subscribers for a community solar project, and/or acquires replacement subscribers over the lifetime of a community solar project, and/or manages subscribers for a community solar project. A Community Solar Provider may not be the same entity as the Approved Vendor for a community solar project.
- **Community Solar Informational Brochure:** Attached to the Community Solar Disclosure Form, the Community Solar Informational Brochure shares information about the ABP and informs consumers of their rights and procedures for filing complaints. Approved Vendors are required to distribute the Community Solar Informational Brochure along with the Community Solar Disclosure Form to customers prior to the execution of a contract with them. The Community Solar Informational Brochure is available in English and Spanish.
- **Community Solar Subscriber:** A person who (1) takes delivery service from an electric utility, municipal utility, or rural electric cooperative, and (2) has a subscription of no less than 200 watts to a community renewable generation project that is located in the utility's service area.

- **Community Solar Subscription:** An interest in a community renewable generation project expressed in kilowatts, which is sized primarily to offset part or all of the subscriber's electricity usage.
- **Community Solar Disclosure Form:** The Community Solar Disclosure Form gives consumers who are considering subscribing to a community solar project clear information about their subscription offer. The Community Solar Disclosure Form is attached to the Community Solar Informational Brochure. Submission of a properly executed Community Solar Disclosure Form is required for each subscription to a Community Solar Project that is participating in the APB.
- **Consumer Complaint Database:** All ABP consumer complaints received by the Program Administrator are published in a [publicly available database](#). Consumer complaints may lead to Approved Vendors being determined to be in violation of program rules or guidelines or in violation of local, state, or federal laws which could also result in disciplinary action against the Approved Vendor.
- **Designee:** Any third-party entity (i.e., non-Approved Vendor) that has direct interaction on behalf of the Approved Vendor with end-use customers under the ABP. This includes solar subscriber organizations, marketing firms, lead generators, and sales organizations. All Designees must register with the program and be listed on the program websites (both [www.illinoisabp.com](http://www.illinoisabp.com) and [www.illinoisshines.com](http://www.illinoisshines.com)) along with the Approved Vendor(s) with whom they are working. Registration also requires the assent of the Approved Vendor(s), and can be withdrawn by an Approved Vendor working with the Designee at discretion of the Approved Vendor, or by the IPA or Program Administrator if the Designee is found to have violated program guidelines and is suspended or has its registration terminated. See Section 6.9.1. of the Illinois Power Agency's [Long-Term Renewable Resources Procurement Plan](#).
- **Illinois Shines:** Illinois Shines is the consumer-facing brand name of the Adjustable Block Program. The Illinois Power Agency and its Program Administrator released an [ABP Branding Document](#), which includes information about the use of the "Illinois Shines" brand and logo.
- **Long-Term Renewable Resources Plan:** The Long-Term Renewable Resources Plan is a plan developed by the Illinois Power Agency pursuant to the provisions of Sections 1-56(b) and 1-75(c) of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act and is updated every two years. As of October 2020, the [final Revised Long-Term Renewable Resources Procurement Plan](#), released April 20, 2020, is the most recent version of the plan. The Long-Term Renewable Resources Plan describes the Adjustable Block Program in Chapters 6 and 7.
- **Program Administrator:** The Illinois Power Agency, under the authority of Section 1-75(c)(1)(M) of the IPA Act, has selected an expert consultant to manage the operations of the ABP. InClime has been designated the Program Administrator.
- **Project:** A project refers to a solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. Under the ABP, "project" is used synonymously with "system."
- **Renewable Energy Credits:** Renewable energy credits (RECs) represent the environmental value of the electricity generated from solar panels, but not the electricity itself. 20 ILCS 3855/1-10. Through

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owning the environmental attributes of electricity generation, the entity that owns the RECs has the right to say that it used renewable energy.

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## 1. Guidelines for Marketing Materials

### A. False and Misleading Statements

- 1) Approved Vendors shall accurately portray the nature of solar power, renewable energy credits (“RECs”), community solar, the ABP or Illinois Shines, 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. Approved Vendors shall not make any demonstrably false or misleading statements.
  - a) 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 five (5) business days.
  - b) Below is a list of common questions that potential customers may have regarding the ABP and helpful answers that can be communicated to these potential customers.
    - i) What is the Adjustable Block Program?
      - (1) 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 qualifying community solar projects and other eligible 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.
    - iii) 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 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 should not suggest that customers subscribing to projects that sell RECs will receive or use renewable electricity.
  - c) Approved Vendors shall not make any demonstrably false or unsubstantiated statements about RECs.
    - i) Below are examples of statements Approved Vendors should not make related to the energy produced by the community solar system and the associated community solar net metering credits.
      - (1) “Your home will run on cleaner, greener energy.”
      - (2) “The sun will provide your electricity.”
    - ii) Below are examples of statements companies may make related to the energy produced by the community solar system and the associated community solar net metering credits.
      - (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.”

## B. Customer Savings

- 1) Approved Vendors shall accurately portray prospective customers’ anticipated costs and savings. Approved Vendors shall not make any demonstrably false or unsubstantiated statements about whether subscribing to a community solar project will save customers money, including false or unsubstantiated statements about levels of savings.
  - a) All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms and values used in the Community Solar Disclosure Form and the customer’s subscription contract.
  - b) All terms and values related to electricity production that are used to estimate the economic benefits for the customer in the Community Solar 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.
  - c) All marketing materials must be generally consistent with the Illinois Shines Community Solar Informational Brochure, and, in particular, with the following items from the brochure:
    - i) Customers are not guaranteed to save money with solar unless the contract includes an explicit savings guarantee.
    - ii) 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.
  - d) All marketing materials must explain that the subscriber will remain a utility customer responsible for a utility bill.
  - e) Below are examples of statements that Approved Vendor shall not make related to whether subscribers will save money.
    - i) Statements that indicate that subscribers may eliminate or zero out their utility bill are inaccurate and not acceptable.
      - (1) “Eliminate your electric bill.”
      - (2) “Fire your utility.”
      - (3) “No more utility bills.”
      - (4) “Your electric bill will be reduced to \$0”
  - f) Approved Vendors shall not state that ABP community solar offers are “free”, “no cost”, or “\$0” in oral or written marketing or sales discussions unless the subscriber is guaranteed not to have a financial obligation for the subscription or the energy generated by the community solar project.
    - i) Free/no cost/\$0 may only refer to offers in which there is a guarantee the customer will not pay anything for the subscription (including, but not limited to enrollment fees, ongoing monthly fees, early termination fees, or tax obligations). For example, a “free consultation” can be offered to help a customer learn more about community solar, but a claim of “free solar” cannot be made unless the customer is guaranteed to not pay anything to the Approved Vendor/designee/subcontractor for their community solar subscription.
    - ii) A subscription offer shall not be advertised free/no cost/\$0 even if a monthly subscription payment is guaranteed to be less than the customers associated supply

- credit unless the customer is guaranteed not to pay anything over the term of the subscription.
- g) Guarantees about customer savings are only permitted in marketing materials if a customer's contract includes an explicit savings guarantee. An Approved Vendor shall not state that a customer will be guaranteed to save money unless the provider guarantees that the customer will always pay less in subscription costs, as determined by taking into account all charges levied in connection with the subscription, than the customer would otherwise pay for that same amount of energy supplied at the default supply rate.
  - i) Below is an example of a statement that an Approved Vendor may only make conditionally if a customer's contract contains an explicit savings guarantee.
    - (1) "You are guaranteed to save money if you subscribe to this project."
      - (a) 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.
      - (2) "A customer who subscribes to a community solar project saves [x]% of their utility bill."
        - (a) This statement is only permitted in marketing materials if the contract includes an explicit savings guarantee which matches the claim offered in marketing materials.
        - (b) 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.
    - ii) Below are examples of acceptable marketing statements related to whether customers will save money.
      - (1) "Lower your electric bills."
      - (2) "Reduce your electric bill"
      - (3) "Save money by switching to solar."
      - (4) "We expect that community solar subscribers will save money."
      - (5) "Offset your electric bill."
  - h) In the context of marketing community solar subscriptions, the Program Administrator reserves the right to seek supporting materials (including customer subscription contracts) to demonstrate that even these claims are not false, unsubstantiated, or misleading. (For example, an Approved Vendor shall not 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.)
  - i) Approved Vendors should emphasize to prospective subscribers that value from a 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.
    - (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 clearly disclose the expected energization date and that net metering credits will not be received by the subscriber before the time the project is energized, which may be later than the date expected by the subscriber.
    - (4) The Approved Vendor should clearly communicate any charges to the subscriber that may be assessed prior to energization of the project.

### C. False Representation

- 1) Approved Vendors and their agents shall accurately portray their identities and affiliations. Approved Vendors and their agents shall not make false claims or create false impressions regarding their identity and/or affiliations.
  - a) Approved Vendors—including their agents, subcontractors, and Designees, unless such agent is in fact a municipality, village or other type of local government—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) Approved Vendors may reference a project participating in or receiving benefits from the ABP or Illinois Shines, but Approved Vendors shall not claim to represent or to be acting on behalf of the ABP or Illinois Shines.
      - (1) Below are examples of statements companies shall not make related to the ABP or Illinois Shines.
        - (a) “The ABP [or Illinois Shines] guarantees that you will save money.”
        - (b) “We represent the ABP [or Illinois Shines].”
      - (2) Below are examples of statements companies may make related to the ABP or Illinois Shines.
        - (a) “The ABP [or Illinois Shines] is a state program that provides an incentive for community solar systems.”
        - (b) “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].”
  - b) An Approved Vendor and its Designees may state the fact that it is an Approved Vendor under the IPA’s ABP/Illinois Shines either with a text-based statement or by using a uniquely assigned Illinois Shines Approved Vendor logo as described below.



- i) The Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo were created by the Program Administrator to help potential customers easily differentiate between Approved Vendors (and their Designees) and those companies that are not approved to submit applications to the ABP. The Program Administrator will provide

- a unique Illinois Shines Approved Vendor or Designee logo containing identifying information to each Approved Vendor or Designee upon request.
- ii) Both the Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo may be used only by an Approved Vendor or a registered Designee.
    - (1) Neither the Illinois Shines Approved Vendor logo nor the Illinois Shines Designee logo may be modified. Approved Vendors and Designees shall not use other forms of the Illinois Shines logo. This restriction does not apply to dissemination of materials created by the IPA and/or its Program Administrator as described in Section 1.C.1).d).i).(1) below.
  - c) In the case that a governmental body (including, but not limited to, a municipality, group of municipalities, or county government) or consumer group is assisting an Approved Vendor in marketing or otherwise promoting a community solar subscription offer, project, or Approved Vendor, the specific requirements listed below apply.
    - i) As the governmental body or consumer group is acting as the agent of an Approved Vendor, all requirements as outlined in these Guidelines shall apply to governmental bodies or consumer groups assisting in the marketing of a community solar subscription that is being offered by an ABP Approved Vendor.
    - ii) Any community solar subscription that is marketed by a governmental body to its residents and businesses must make clear that the offer being marketed is not an exclusive offer and residents and businesses may choose offers from other Approved Vendors.
    - iii) Any endorsement or promotion made by the Approved Vendor or any agent operating on its behalf must strictly follow the authorized scope of endorsement or promotion provided by the governmental body or consumer group. The Program Administrator reserves the right to request documents and communications, including contracts or other authorizing agreements, outlining the scope of that authorization. The Approved Vendor must provide those materials to the Program Administrator as soon as practicable to facilitate the Program Administrator's review as to whether any such endorsement or promotional activity is indeed so authorized by the governmental body or consumer group.
  - d) Materials shall not state or otherwise imply that the Approved Vendor is employed by, representative of, 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 a) the Approved Vendor is in fact itself a consumer group or governmental body, or b) that endorsement or promotion is made in accordance with the provisions of Section 1.C.1).c). above.
    - 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.
      - (1) An Approved Vendor may only use the IPA logo or the general Illinois Shines logo on materials that have been created by the IPA, including the Illinois Shines Community Solar Informational Brochure and the Community Solar Disclosure Form. These materials must be provided in their entirety and not edited or modified by the Approved Vendor.
    - 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 ABP.

- iii) 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.
- iv) An Approved Vendor may use a utility name in describing the service area in which an offer is valid.
  - (1) Graphics, photographs, or other images that include a utility logo (for example, an image of a sample bill) are discouraged, and if utilized, must include a disclaimer that the Approved Vendor or its agent is not affiliated with or endorsed by the utility.
- v) An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics or wording that has been used at any time to represent a public utility, or its services, to identify, label or define any of its offers.
  - (1) This prohibition is not intended 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.
  - (2) For other uses of a utility's name, insignia, graphics, or wording in marketing for which an Approved Vendor has obtained that utility's express permission and consent, the permissibility of such use will be evaluated by the IPA on a case by case basis upon that Approved Vendor or utility's petition to the IPA. Such activities are not permitted until so authorized by the IPA.

#### D. Use of Testimonials

- 1) Approved Vendors may use testimonials to advertise customer experience, but any testimonial used shall be provided by an actual customer and must include a disclaimer that user experience may differ.
  - a) The use of testimonials is subject to the following conditions:
    - i) The Program Administrator may request documentation to validate the accuracy of testimonials including verification of the identity of the testifier.
    - ii) Testimonials shall not include language that make false claims or promise savings or otherwise violate of any of the restrictions mentioned in these Guidelines. (For example, using a utility executive or government official to endorse an Approved Vendor or a subscription offer or a customer saying that they eliminated their electric bill is prohibited).
    - iii) Any testimonial that references a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.
    - iv) All testimonials on ABP-related marketing materials (including webpages that are Illinois-specific in scope) which offer subscription enrollment information for ABP-related projects may include testimonials only from customers located within Illinois.
  - b) The Program Administrator will address any requests for exceptions to these Guidelines related to the use of testimonials on a case-by-case basis. Any request for an exception should provide an explanation of why the Approved Vendor believes an exception is

warranted and should be made via email to the Program Administrator at [admin@illinoisabp.com](mailto:admin@illinoisabp.com).

#### E. Social Media

- 1) Marketing materials and content provided on social media must include information about the company or companies providing the underlying community solar subscription offer.
  - a) If an employee or agent posts marketing materials or offers a community solar subscription on a social media platform from a personal account, the post shall identify the entity or entities through which the offer is made.
- 2) The listing price for ABP-related offers on platforms such as Craigslist, Facebook Marketplace, and similar marketing platforms shall not be listed as “free”, “no cost”, or “\$0” unless they only refer to offers in which there is a guarantee the customer will not have any financial obligation for the community solar subscription as described in Section 1.B.1).f).i) above.

#### F. Designees, Agents, and Subcontractors

- 1) 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 Program Administrator may request to review all marketing materials created by Approved Vendors and their Designees, agents, and subcontractors that are relevant to the Illinois ABP and Illinois Shines.
    - i) The determination of whether to request materials rests with the Program Administrator and/or IPA and must be complied with by an Approved Vendor.
  - b) Upon review of marketing materials, the IPA or its Program Administrator 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 ABP, Illinois Shines, and the Approved Vendor.
    - i) The determination of whether to require changes rests with the Program Administrator and/or IPA and must be complied with by an Approved Vendor.

#### G. Language

- 1) Marketing materials shall be provided in a language in which the customer subject to the marketing is able to understand and communicate.

## 2. Guidelines for Marketing Behavior

### A. Compliance with Existing Laws, Rules, and Regulations

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

### B. Unfair, Deceptive, or Abusive Acts and Practices

- 1) Unfair, deceptive, or abusive acts or practices ("UDAAP") 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 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.

### C. Advertising

- 1) Advertising claims by Approved Vendor shall not be deceptive or misleading, whether by affirmative statement, implication or omission. This applies to all marketing claims, including those:
  - a) About products or services.
  - b) About pricing, quality, and performance.
  - c) Made in print, electronic, verbal, and/or through any other medium.
- 2) All claims made by Approved Vendors shall be based on factual, verifiable sources.
- 3) Approved Vendors should be familiar with all advertising laws, rules, regulations and guidance, including Federal Trade Commission guidance on advertising and marketing.

### D. Sales and Marketing Interactions

- 1) Approved Vendors shall conduct business affairs with the goal of openness and transparency and shall not seek to take advantage of or otherwise exploit a customer's lack of knowledge.
  - a) If an Approved Vendor becomes aware that a customer clearly misunderstands a material issue in a community solar subscription transaction, the Approved Vendor should correct that misunderstanding.
- 2) Approved Vendors shall inform customers the employee/agent is not affiliated with a utility, and that community solar is not a utility program. The employee/agent shall inform the customer that she/he will continue to be responsible for a utility bill, or, if the Approved Vendor will service the customer's entire electric bill, that the utility charges will be included on their bill.
- 3) 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) Materials presented to a customer at first contact between the Approved Vendor and the customer during which information regarding community solar is presented shall include a link to [illinoisshines.com](http://illinoisshines.com), where the customer can find consumer-focused ABP materials.
  - b) A Community Solar Informational Brochure with a populated Community Solar Disclosure Form must be delivered to the customer before a subscription contract is signed. An

electronic signature is permitted on the Community Solar Disclosure Form regardless of whether the sales interaction occurs in person or online. The Community Solar Disclosure Form must be signed by the customer prior to the customer's execution of a community solar subscription contract, although Disclosure Form execution may be part of the same customer interaction as execution of the subscription agreement.

- c) The Illinois Shines Community Solar Disclosure Form and the Community Solar Informational Brochure may be delivered to the customer electronically, but if presented electronically, must be delivered to the customer as an attachment or otherwise fully displayed for the customer's review, and shall not merely be hyperlinked for access.
  - i) Customers shall be presented with an option to download the Community Solar Disclosure Form and the Community Solar Informational Brochure from the full display, so that customers may save the document for their review.
  - ii) Prior to allowing for an electronic signature on the Disclosure Form, it is required that the customer must have scrolled to the end of the document.
- d) The Community Solar Disclosure Form must be generated by the Community Solar Provider either through the ABP Portal, or, and only with prior approval from the Program Administrator, may be generated outside of the portal so long as the Community Solar Disclosure Form contains the same content and information as the Community Solar Disclosure Form generated by the ABP portal and meets any other requirements developed by the Program Administrator to ensure that the integrity of the form and its execution is not compromised.<sup>1</sup>
- 4) Terms of the underlying contract between a customer and an Approved Vendor or its subcontractor must be consistent with terms of the required Community Solar Disclosure Form. Any statements made verbally must be consistent with the customer's contract and the Community Solar Disclosure Form.
- 5) The Program Administrator may follow up with customers to confirm that the customer received the Community Solar Informational Brochure and received and signed the Community Solar Disclosure Form. If, after the Program Administrator's reasonable investigation, and subject to affirmation by the IPA, a subscriber is found not to have received, understood, and signed the Community Solar Disclosure Form, the Approved Vendor may be subject to discipline for the violation of these Guidelines.

#### E. Community Solar Disclosure Form – Project Identification

- 1) The Community Solar Disclosure Form offers two options for community solar project identification, each of which create separate marketing requirements.
  - a) To Be Determined – This option is for use when the terms of the subscription are set but the specific project for the subscription has not been determined by the Community Solar Provider.<sup>2</sup>
    - i) If the To Be Determined option is used for a customer's Community Solar Disclosure Form, the Community Solar Provider will be required to send a follow up communication that provides the customer with their project specifications once that

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<sup>1</sup> For more information on generating disclosure forms outside of the ABP portal, see Section 5.E.3 of the ABP Guidebook.

<sup>2</sup> The "To Be Determined" option is a new option which will become available on the revised Community Solar Disclosure Form, expected to be fully implemented in January 2021.

- customer is subscribed to a community solar project. The requirements for this communication are explained further in Section 2.E.2 below.
- b) Project Specifications Included – This option can be utilized by Community Solar Providers when the Community Solar Provider knows which community solar project that customer will be subscribed to at the time of Disclosure Form generation.
    - i) If the Project Specifications Included option is used for a customer’s Community Solar Disclosure Form, the Community Solar Provider is required to provide project details in that form as required through the form template.
  - 2) If the To Be Determined option is used for inputting project details into a customer’s Community Solar Disclosure Form, the Community Solar Provider is required to send a follow up communication that provides the customer with details about that subscriber’s community project details once the customer is subscribed to a community solar project. Requirements applicable to the substance, manner, and process for that follow up communication are described below.
    - a) An e-mail communication containing project details shall be sent to the customer’s email address on file with the Community Solar Provider no later than 2 weeks after the customer is formally subscribed to the project.
    - b) Minimum project details required as part of this communication are the following:
      - i) Project address, including the county in which the project is located
      - ii) Project name (as that project’s name appears in the ABP portal)
      - iii) Project ABP identification number
      - iv) Project size (in kW AC)
      - v) Approved Vendor name and contact information, if different from the entity sending the communication
      - vi) Community Solar Subscription Provider name and contact information, if different from the Approved Vendor
      - vii) Project status (Completed and producing energy; Completed and awaiting final approval to operate; Under construction; Construction not yet commenced)
    - c) Beyond those details outlined in Section 2.E.2).b) above, the Community Solar Provider is permitted to provide additional project details as part of this follow up communication.

#### F. In-person Solicitation<sup>3</sup>

- 1) An employee or agent conducting in-person marketing or solicitation shall state the name of the company they represent. If that company is an Approved Vendor, they shall state that the company is an Illinois Shines Approved Vendor. If the company is a Designee, they shall identify the name of the Approved Vendor (for example, “I represent ACME Solar; we are a Designee of Illinois Shines Approved Vendor ABC Aggregator”).
- 2) An Approved Vendor’s employee or agent conducting any in-person marketing or solicitation shall state that they represent a community solar provider, and shall not state or otherwise

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<sup>3</sup> As of the date of publishing these Marketing Guidelines, emergency in-person marketing restrictions enacted in response to the COVID-19 pandemic remain in effect. Those emergency restrictions are not preempted by any provisions contained herein. As updates on these emergency marketing provisions are being made on an ongoing basis, Approved Vendors should check for clarifications or changes of these prohibitions on the [Updates section](#) of the ABP website.

- 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, or otherwise compliant with the process outlined in Section 1.C.1).c). above).
- 3) 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:
    - a) The Approved Vendor agent's full name in a clear and reasonable size font;
    - b) An agent ID number;
    - c) A photograph of the Approved Vendor agent; and
    - d) The trade name and logo of the company the agent is representing.
  - 4) 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.
  - 5) In the absence of local ordinances or requirements, 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.
    - a) To the extent that local ordinances or requirements are more restrictive, those local ordinances or requirements must be followed.
  - 6) 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.
  - 7) 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.
  - 8) 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.
  - 9) Each Approved Vendor, or its subcontractor, shall perform criminal background checks on all employees and agents engaged in in-person solicitation.
    - a) 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.
    - b) 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>4</sup>

- c) For the avoidance of doubt, the IPA or Program Administrator may request documentation to demonstrate that Approved Vendors are operating in compliance with this requirement.

## G. Telemarketing

- 1) 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, the Telephone Solicitations Act (815 ILCS 413), and any analogous state or local laws. This includes provisions related to:
  - a) Prohibitions against automatically dialed calls to cellular telephone numbers;
  - b) Call time restrictions;
  - c) Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
  - d) Not autodialing or texting wireless numbers without prior express written consent;
  - e) Limitations on the length of time callers may allow phones to ring;
  - f) 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;
- 2) All Approved Vendors that engage in outbound marketing activities shall 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.
  - a) Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent or contractor shall add the customer to their “do-not-contact” lists.
  - b) Companies with “do-not-contact” lists shall 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.
  - c) Companies with “do-not-contact” lists shall have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with customers on their “do-not-contact” lists.
  - d) 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.
- 3) In addition to complying with the Telephone Solicitations Act (815 ILCS 413), an Approved Vendor who contacts customers by telephone for the purpose of 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’s representative shall state that they represent a community solar provider, and shall not state

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<sup>4</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.

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, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

- 4) 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.
  - a) Call logs must be maintained for all outgoing marketing or solicitation calls. The logs shall be provided upon request to the Program Administrator.

#### H. Language Used in Solicitations

- 1) 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.
- 2) If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all of the documents shall be provided to the customer in that other language.
- 3) 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 (815 ILCS 505/2N) must be completed.
- 4) 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 shall transfer the customer to a representative or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.

#### I. Conduct and Training of Agents, Representatives, and Contractors

- 1) 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.
  - a) Each Approved Vendor shall submit a copy of its training materials to the Program Administrator on an annual basis.
    - i) The Program Administrator and/or the IPA shall have the right to require updates or modifications to the material.
  - b) Training materials must feature content covering the applicable sections of these marketing guidelines.
  - c) 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.

- d) After initial training, each Approved Vendor shall conduct refresher training for its individual representatives every six months.
  - e) Independent of its annual disclosure, upon request by the Program Administrator, an Approved Vendor shall provide requested training materials and training records within seven business days.
  - f) The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and their agents to use those materials to supplement whatever other materials they may use.
  - g) When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this Section.
- 2) 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.
  - 3) All Approved Vendors' agents or representatives shall 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.
  - 4) Approved Vendor's agents or representatives shall 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.
  - 5) Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting subscriptions or providing services.
  - 6) 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.

#### J. Online Marketing

- 1) 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, or otherwise compliant with the process outlined in Section 1.C.1).c) above).
- 2) If sales representatives use their personal social media accounts to post online advertisements, any marketing and solicitation statements must identify the Community Solar Provider on whose behalf the sales representative is advertising
- 3) 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 contacting customers via email including but not limited to, requirements related to properly identifying the type of email and opt-out provisions.
- 4) Approved Vendors that utilize testimonials in their online marketing materials should reference Section 1.D above for the requirements to properly use testimonials to market their ABP offers to potential Program participants.

#### K. Direct Mail

- 1) 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, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

#### L. Association with Specific Electric Suppliers

- 1) If a community solar subscription contract requires a customer to receive electric service from a specific, designated supplier, the requirement and the name of the designated electric supplier shall be disclosed to the customer. The initial energy supply rate that the customer will be charged must be disclosed on the Community Solar Disclosure Form.
  - a) If the community solar subscription contract requires a customer to receive electric service from an Alternative Retail Electric Supplier, the specific method and formula used to determine the energy supply rate over all the years of the community solar contract shall be disclosed to the customer in the Community Solar Disclosure Form. General statements about the basis for supply rate changes, such as general references to changes in market conditions, will not be deemed sufficient disclosure of the method and formula used to determine the energy supply rate.
- 2) Utility account numbers may 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 Alternative Retail Electric Supplier service.
  - a) If the customer does not sign a contract with the Approved Vendor, the Approved Vendor must destroy all paper and electronic records and information related to and including that customer's account number as soon as reasonably possible after the customer has decided not to subscribe.

#### M. Records

- 1) An Approved Vendor shall retain each customer's subscription contract for at least six months longer than the duration of the subscription.
  - a) Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records to the IPA or Program Administrator within twenty-one calendar days.
- 2) Upon the customer's request, the Approved Vendor shall provide the customer with a copy of that customer's fully executed subscription 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 (3) copies in a 12-month period.
- 3) Approved Vendors shall promptly provide a complete list of agent names and ID numbers upon request by the IPA.
- 4) With respect to information submitted by Approved Vendors into the ABP, the IPA and Program Administrator will provide confidential treatment to commercially sensitive information submitted by Approved Vendors in connection with participation in the ABP designated by Approved Vendors as confidential or proprietary. This includes the assertion of Freedom of Information Act ("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 must 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.

### 3. Disciplinary Determinations and Process

#### A. Disciplinary Process

- 1) At a minimum, and with the exception of situations which the IPA deems an emergency, Approved Vendors or entities acting on behalf of Approved Vendors will 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) The Program Administrator reserves the right to contact an Approved Vendor’s customers to understand the breadth of a disciplinary issue.
  - d) 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 IPA and the deadline for submission applicable to any appeal.
  - e) The Program Administrator’s determinations of discipline may be appealed to the IPA, and the opportunity to appeal (as a well as a deadline by when such appeal should be made) will be communicated by the Program Administrator as part of its determination of discipline.
    - i) To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale

- for why it believes the Program Administrator's determination is in error as well as sharing any supporting information, documents, or communications.
- ii) The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor's position.
  - f) The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.
  - g) Disciplinary actions will be listed on a publicly available [Disciplinary Actions Report](#).

## B. Consequences for Violation of Marketing Guidelines

- 1) Approved Vendors may be barred from ABP participation 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."
- 2) 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, and other restrictions on program participation as deemed warranted by the IPA.
- 3) 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.
- 4) Approved Vendors may be subject to other limitations on program participation as the IPA deems appropriate based on the record supporting the disciplinary determination.
- 5) The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Adjustable Block Program requirements that implicates the jurisdiction or interests of other entities, to entities including the Office of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.
- 6) Consumers are able to file complaints with the Program Administrator using the Consumer Complaint Center on both the Adjustable Block Program website ([ABP website Consumer Complaint Center](#)) and the Illinois Shines website ([Illinois Shines website Consumer Complaint Center](#)). Consumer complaints that are received by the Program Administrator are published in abridged format on the [Consumer Complaints Database](#). Complainant information is not made public in this database.

*\*\* Some community solar projects submitted into the Adjustable Block Program may involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the publication of these Marketing Guidelines. In such cases, the final Community Solar Marketing Guidelines released January 31, 2019 shall apply.*