

ILLINOIS SHINES: DRAFT CONSUMER PROTECTION HANDBOOK

1. How frequently is compliance with this Handbook monitored?
 - a. Compliance with this Handbook is overseen on a day-to-day basis by the Illinois Shines Program Administrator.
2. What is Illinois Shines?
 - a. Illinois is a state-administered incentive program for new solar photovoltaic [PV] systems. The program provides payments in exchange for delivery of Renewable Energy Credits [RECs] generated by PV systems over 15 or 20 years, dependent upon system type.
3. What is the Adjustable Block Program?
 - a. The Adjustable Block Program is the legislative name for Illinois Shines, and the name used for the program in the Illinois Power Agency Act. Participation in the Adjustable Block Program is the same thing as participation in Illinois Shines.
4. What is Illinois Solar for All?
 - a. Illinois Solar for All is a state program that brings the benefits of solar energy to income-eligible households, non-profit organizations, and public facilities. Eligible participants can receive affordable solar installations and save money on electric bills.
5. What are RECs and why are they valuable?
 - a. 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 make claims about the use of 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.
6. Approved Vendors shall not engage in any unfair or abusive acts or practices in relations to their involvement in the Programs, and shall not attempt to take advantage of vulnerable individuals or groups. Approved Vendors shall regularly review their business practices to ensure that no aspect is unfair or abusive, including but not limited to marketing, sales, originations, contracts terms, contract options, fees, installation, servicing, and loss mitigation.
 - a. An act or practice is unfair if:
 - i. It causes or is likely to cause substantial injury to consumers;
 - ii. The injury is not reasonably avoidable by consumers; and
 - iii. The injury is not outweighed by countervailing benefits to consumers or to competition.
 - b. An act or practice is abusive if:

- i. It materially interferes with the ability of a consumer to understand a term or condition of the offer or contract; or
 - ii. It takes unreasonable advantage of (1) a customer's lack of understanding of risks, costs, or conditions of the offer or contracts or (2) the inability of the consumer to protect their interests in accepting an offer.
7. Approved Vendors must ensure that their work does not create safety hazards or property damage from poor workmanship, and that, for any roof-mounted projects, the roof condition is adequate for the installation of a solar project.
8. Approved Vendors must comply with all requirements set out in Illinois Shines Program Guidebook for assessing a site's suitability for solar and related to inspections of solar projects.
9. Because the RECs from a project enrolled in the Program are transferred to a utility or to the IPA, the project host, owner and/or end-user of electricity should not claim to be using clean or renewable electricity.
10. Approved Vendors generally should not make the following or similar claims related to the energy produced by Program projects:
 - a. "Your home will run on cleaner, greener energy."
 - b. "The sun will provide your electricity."
11. Approved Vendors and Designees may make the following claims related to the energy produced by Program projects:
 - a. "The renewable attributes ("RECs") of this electricity will be sold by us to keep the cost of your panels affordable."
 - b. "Your solar project will create energy from the sun."
 - c. "Your solar project will contribute to the development of new solar power."
 - d. "Go green and support the installation of solar in Illinois."
12. Approved Vendors shall not describe the Program as providing a "tax credit" or a "rebate" of any kind.
 - a. This is a Renewable Incentive and each description has different tax implications.
13. When marketing to residential customers through either verbal or written communications, Approved Vendors may not provide a monetary estimate of any depreciation tax benefits or deductions that are solely available to businesses. If the marketing materials provide a residential customer with an estimate for the final "net" cost of a project after various savings mechanisms have been applied, the estimate may not include any potential savings from depreciation tax benefits or deductions that are solely available to businesses.

14. Approved Vendors shall not make statements that indicate that customers may eliminate or zero out their utility bill. The following and similar statement 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.”
15. Approved Vendors shall not make claims that an offer is “free,” “no cost,” or “\$0” unless the customer is guaranteed to not have any financial obligation for the solar project. Free/no cost/\$0 may only refer to offers in which there is a guarantee the customer will not pay anything (including, but not limited to, lease payments, power purchase agreement payments, subscription payments, enrollment fees, ongoing monthly fees, early termination fees, or tax obligations). An Approved Vendor may not circumvent this requirement by requiring a customer to pay purportedly “unrelated” costs, fees, or charges.
16. Approved Vendors should stay up to date on available capacity in the Programs. If a project category has reached capacity and the Program is only accepting applications onto a waitlist for that project type, the Approved Vendor must inform the customer of this, and cannot represent the immediate availability of an incentive.
17. Approved Vendors may not claim that customers (a) are guaranteed to save money, or (b) will save a certain amount of money, unless the customer contract includes an explicit and binding savings guarantee mirroring that claim. The following statements must be supported by an explicit savings guarantee in the customer’s contract:
 - a. “You are guaranteed to save money.”
 - b. “You will save [x]% of your utility bill.”
18. Approved Vendors may make general claims about customer savings that do not include an explicit guarantee if there is an objectively reasonable and good-faith basis for such claim. Such claims may include:
 - a. “Lower your electric bills.”
 - b. “Reduce your electric bill.”
 - c. “Save money by going solar.”
 - d. “We expect that by installing solar you will save money.”
 - e. “Offset your electric bill.”
 - f. “The installation of your leased system may be covered by your forfeiture of federal and state incentives.”

- g. “Your system’s installation is free, but you will pay a monthly fee for the panels.”
- 19. Approved Vendors shall not represent, make claims, or create the impression that they are affiliated with, endorsed by, or acting on behalf of any government body, government program, regulated or municipal utility, electric cooperative, or consumer group unless the Approved Vendor (a) is a government body, government program, regulated or municipal, electric cooperative, or consumer group, or (b) does in fact have authority to state that it is affiliated with or endorsed by, or in fact has authority to act on behalf of, a government body, government program, regulated or municipal utility, electric cooperative, or consumer group. For both ILSFA and Illinois Shines offers, any claim of affiliation, endorsement, or action on behalf of a utility must be approved in advance by the Program Administrator.
- 20. Approved Vendor shall not make the following or similar statements:
 - a. “We represent Illinois Shines.”
 - b. “We are offering solar on behalf of Illinois Shines.”
 - c. “Illinois Shines guarantees that you will save money.”
- 21. Approved Vendors may reference a project participating in or receiving benefits from Illinois Shines and make the following statements:
 - a. “Illinois Shines is a state program that provides an incentive for solar projects.”
 - b. “If you sign a contract with us, and our application to Illinois Shines is successful, the solar project we install on your property will be part of Illinois Shines.”
- 22. An Approved Vendor or Designee shall not represent themselves as an Equity Eligible Contractor unless the entity has been certified as such by the Illinois Shines Program Administrator.
- 23. Approved Vendor agents or representatives who engage in in-person solicitation for distributed generation projects under 25 kW AC shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following:
 - a. The Approved Vendor’s agent’s full name in a clear and reasonable size font;
 - b. An agent ID number;
 - c. A photograph of the agent; and
 - d. The trade name and logo of the company the agent is representing.
- 24. 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 the customer via email including, but not limited to, requirements related to properly identifying the type of email and opt-out

provisions. Marketing materials and content provided on social media must include information identifying the company or companies providing the underlying offer. If an employee or agent posts marketing materials or offers solar projects on a social media platform from a personal account, the post shall identify the Approved Vendor which the offer is made. Approved Vendors must require any employee or agent who posts marketing materials online through a personal social media account to identify any such accounts to the Approved Vendor. The listing price for any Program offer on platforms that offer the sale of items including, but not limited to, Craigslist, Facebook Marketplace, and others, shall not be “free,” “no cost,” or “\$0” obligation for the system as described in Section I.C.1.

25. An Approved Vendor must follow the below steps, in order, for execution of customer contracts for both distributed generation and community solar offers. An Approved Vendor that markets a distributed generation system must design the solar project, taking into consideration the site’s azimuth, orientation, and shading, before beginning these steps.
 - a. Disclosure Form: AV must provide a copy of the applicable standard Disclosure Form, with all relevant fields completed, to the customer, including the relevant Informational Brochure attached as the first two pages, in its entirety.
 - b. The Disclosure Form must be complete and accurate before presentation to the customer.
 - c. If the offer includes a battery, the costs and fees associated with that battery must be provided in the Disclosure Form.
 - d. For in-person contract execution, the agent must review the Disclosure Form with the customer and provide the opportunity to ask questions.
 - e. For online contract execution, the platform must provide a phone number or online chat function for customer questions.
 - f. The customer must be provided with the entire Disclosure Form. The signatory on the Disclosure Form must be the holder of the relevant utility account, or, if the account holder is a company or organization, an individual authorized to sign on behalf of the account holder.
26. Under no circumstances may a sales agent facilitate the creation of a new email account for the customer.
27. Going Solar Flyer: For any Illinois Shines distributed generation offer where some, or all, of the REC incentive value is paid to the customer after system energization, the Approved Vendor or Designee must provide a copy of the Going Solar flyer, review it with the customer, and provide the customer with an opportunity to ask questions.

28. Customer Contract: After completion of the preceding steps, the Approved Vendor or Designee may present the customer contract for execution.
 - a. All customer contracts must include the applicable minimum Contract Requirements [See Distributed Generation Requirements].
29. In some situation, the information presented in the Disclosure Form may become outdated or otherwise inaccurate due to changes in the project design or other developments. If information provided to the customer in their Disclosure Form substantively changes, a new Disclosure Form must be provided to, and signed by, the customer.
30. Distributed generation projects where a REC incentive payment is passed through to the customer the following requirements will apply;
 - a. The Approved Vendor will submit an invoice for the applicable REC incentive payment in a timely fashion to the contracted utility.
 - b. The Approved Vendor must make payments to the customer in a timely fashion, consistent with contractual obligations and any statements made to the customer about the timing of the payment.
 - c. The Approved Vendor may not use the customer's portion of the REC incentive payment to meet other financial obligations of the Approved Vendor.
31. Approved Vendors shall ensure that individual representatives that engage in in-person solicitation and telemarketing, or who respond to or answer questions from customers via telephone, email, or online chat function, on behalf of that Approved Vendors receive appropriate training prior to interacting with customers on the Approved Vendor's behalf. Each Approved Vendor shall ensure that individual representatives receive refresher training every six months after the initial training that includes, but is not limited to, applicable marketing requirements.
32. The IPA has developed an escrow process for Illinois Shines in which utility REC payments to certain Approved Vendors may be placed in escrow if the Program Administrator determines that the Approved Vendor is not passing through promised REC payments to customers. The Illinois Shines Program Administrator will use these escrow funds to pay customers their promised pass-through payments according to the procedures described below. Remaining funds [after customers receive their promised payment] will be disbursed to the Approved Vendor.
 - a. This process will be activated in situations where there is a high likelihood that an Illinois Shines Approved Vendor will no pass through some or all of its future promised REC incentive payments to customers. The escrow process will only be implemented if the following requirements are established:

- i. The Program Administrator receives credible reports about the Approved Vendor failing to meet its promise to directly pass through part or all of the REC incentive payment customers;
 - ii. The Approved Vendor has projects participating in the Program for which some or all of the REC incentive payment[s] have not yet been paid to the Approved Vendor; and
 - iii. The contracting utility agrees or does not object to the implementation of the escrow process for the specific Approved Vendor.
- b. One of the following three situations is required to meet the first element listed above:
 - i. The Program Administrator receives at least five facially credible complaints within 180-day time period from customers who state that they did not receive their promised REC incentive payment from the Approved Vendor. The complaints must all be active within the 180-day period; if one of the customers receives their promised payment, the complaint is no longer active.
 - ii. The Program Administrator receives a credible report from a former or current employee or representative of the Approved Vendor that the Approved Vendor has not been making pass through payments. The Program Administrator will also reach out to reportedly affected customers in order to confirm that at least five customers did not receive their pass-through payments within 180-day period.

Although one of these situations must occur prior to the implementation of the escrow process, the Program Administrator and the Agency may, at their discretion, choose not to implement the escrow process even if one of these situations has occurred.