



FY25 Consumer Protection Policy for Maryland Solar Access Program

The Maryland Energy Administration (“MEA”), an executive Maryland State agency, is responsible for developing a consumer protection policy for the Maryland Solar Access Program in consultation with representatives of the customer-sited solar industry, in accordance with the Brighter Tomorrow Act (Chapter 595, 2024 Acts of Maryland). MEA also incorporated feedback from the Maryland public at large. MEA incorporated multiple opportunities for feedback from the industry and public, and leveraged information from existing guidelines including existing publications from the Solar Energy Industries Association¹, Clean Energy States Alliance², National Renewable Energy Lab³, Interstate Renewable Energy Council⁴, California Public Utilities Commission⁵ and the Maryland Public Service Commission⁶ to construct the Consumer Protections Clauses, Solar Purchase Disclosure Form, and the Participating Contractor List. This policy will be in effect through June 30, 2025, or until it is updated. MEA anticipates revising this policy annually in response to feedback from the industry, program participants and other stakeholders.

This Consumer Protection Policy aims to ensure that consumers participating in MEA’s Maryland Solar Access Program are treated fairly, informed about their rights, and protected against deceptive practices. This policy outlines the responsibilities of solar providers, consumers’ rights, and the regulatory framework supporting these protections.

¹ <https://seia.org/>

² <https://www.cesa.org/>

³ <https://www.nrel.gov/>

⁴ <https://irecusa.org/>

⁵ <https://www.cpuc.ca.gov/>

⁶ <https://www.psc.state.md.us/>

Contractors that participate in the MEA Maryland Solar Access Program (“Participating Contractors”) must agree to comply with this policy without exceptions. In addition, contractors must comply with all applicable laws and regulations. MEA does not endorse or approve any contractor on the Participating Contractor list. MEA, in its sole discretion and for good cause shown, may remove a contractor from the Participating Contractor list.

1. Contract Rights

1.1 Right to Choose

Consumers have the right to choose their solar provider without undue pressure or coercion. This includes the right to:

- Obtain multiple quotes from different providers.
- Compare products and services.

1.2 Right to Information

Consumers have the right to receive clear, accurate, and comprehensive information regarding solar energy systems.

- Contracts and contract terms shall be written using plain language.
- All prices and costs shall be prominently disclosed throughout the life of the contract.
- Contracts shall avoid underestimating costs and overestimating performance.
- Ownership terms shall be clearly defined and articulated in writing.
- Contracts shall clearly describe the duration, nature, and potential impacts to the buyer of any restrictions, liens, fixture filings, or other security interests that may limit the consumer’s ability to transfer or modify his property or gain access to credit as a result of such terms.
- Termination of the contract and removal of equipment terms shall be clear, especially in cases of third-party ownership.
- The ownership or right to claim incentives such as tax credits and solar renewable energy credits and Maryland Solar Access Program incentives should be clearly stated.
- Contracts shall define who is responsible for the proper disposal of the product at the end of its life.
- Solar system performance calculations shall specify and include all relevant factors.
- If the solar system installation or system equipment will be monitored, the consumer shall be informed of what data is being collected, who has ownership and access to the data, if the data will be sold to others, and any consumer rights related to their data.

- Contracts shall allow a customer to cancel a contract for up to 30 days after signing the contract, per Section 1.3 below.
- Contracts shall include remediation terms regarding damage to property from work.
- Contracts shall clearly state the effective date and the final date of the contract, as applicable.

1.3 Right to Cancel

Consumers have the right to cancel any solar energy contract up to 30 days after signing the contract without incurring any cost to the consumer. This right must be clearly stated in all contracts with consumers.

2. Responsibilities of Solar Providers

2.1 Transparency

Solar providers must ensure that all marketing materials and communications are written in plain language, including:

- Disclosing all fees, costs, and potential risks associated with the solar system, as defined in the standard disclosure form published by MEA for the Maryland Solar Access Program.
- Providing a full breakdown of savings projections based on realistic and verifiable data, as defined in the standardized disclosure form published by MEA for the Maryland Solar Access Program.
- Listing in the Participating Contractor List for the Maryland Solar Access Program.
- Explaining Renewable Energy Certificates or Renewable Energy Credits (RECs):
 - Clearly stating who owns the RECs.
 - Providing clear and accurate information regarding the customer's rights to make clean energy claims.
 - In the case where the customer owns the RECs, providing clear and accurate information to the customer about how they can monetize the RECs.

2.2 Licensing and Certification

All Participating Contractors must comply with all applicable licensing and certification requirements, including:

- Participating contractors shall comply with all applicable legal requirements.

- All participating contractors should maintain an active license with the Maryland Home Improvement Commission (MHIC).⁷
- Any business or non-profit organization operating in Maryland with which the solar provider contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
- A NABCEP-certified PV Installation Professional must have been involved in the design or installation of the solar PV system. The NABCEP-certified PV Installation Professional's name, affiliation with the installer, and certification number must be provided on the application form where requested.
- Industry-recognized credentials in good standing shall be displayed in marketing and sales materials.
- Insurance coverage shall include commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and worker's compensation insurance.
- All participating contractors shall have no history of violating any federal or state wage and hour laws, non-discrimination and equal employment opportunity laws, local building codes, or health and safety standards within the last 5 years.

2.3 Minimum Benefits to the Consumer

- For solar power purchase agreements with an escalator rate of 0%, the maximum offer of the first year's PPA rate, at the time the solar contract is signed, must be at least 25% below the customer's avoidable rate, including the standard offer service supply rate in addition to delivery charges and other charges offset by net metered customers.
- For solar power purchase agreements with an escalator rate greater than 0% and under no circumstances more than 3%⁸, the maximum offer of the first year's PPA rate, at the time the solar contract is signed, must be at least 35% below the customer's avoidable rate, including the standard offer service supply rate in addition to delivery charges and other charges offset by net metered customers.
- MEA will publish on its website, and twice annually update, the customer's avoidable rate for each electric utility.
- For a solar power lease agreement, solar power loan agreement, or solar system purchase agreement, the grant application must demonstrate that the total costs for the first full year do not exceed the equivalent maximum offer, as defined above.

⁷ <https://labor.maryland.gov/license/mhic/>

⁸ See §9-2016 (1)(2)(ii) of the State Government Article.

- Solar power purchase agreements and solar power lease agreements must not exceed 25 years and an annual escalator rate under no circumstances can exceed 3%⁹.

3. Installation and Quality Standards

3.1 Compliance with Laws and Regulations

Installations must comply with all local, state, and federal laws and regulations, including:

- Building and electrical codes and safety standards for the local authority having jurisdiction.
- Environmental regulations and permitting requirements for the local authority having jurisdiction.
- A Maryland electric utility Interconnection Agreement upon project completion.

3.2 Equipment Standards

- All installed solar modules shall meet UL 1703 and IEC 61730 standards.
- The equipment installed is intended to be in place for the duration of its useful life. Only permanently installed systems are eligible for incentives. This means that the solar system must demonstrate adequate assurances of both physical and contractual permanence prior to receiving an incentive. Physical permanence is to be demonstrated in accordance with industry practice for permanently installed equipment. Equipment must be secured to a permanent surface. Any indication of portability, including but not limited to temporary structures, quick disconnects, unsecured equipment, wheels, carrying handles, dolly, trailer, or platform, will deem the system ineligible.

3.3 Warranty and Maintenance

Solar providers must offer warranties on equipment and installation, clearly stating coverage duration, conditions, maintenance obligations, and support options in plain language.

- All equipment must be installed and maintained by licensed contractors, in accordance with state and local requirements.
- Equipment and labor warranties shall be clearly defined and easily understood, with responsible parties identified.
- All performance labels shall be placed in accordance with the manufacturer's specifications.
- Contact information for follow-up shall be provided and kept updated including if the company or product manufacturer ceases operations.

⁹ See §9–2016 (l)(2)(ii) of the State Government Article.

- Any long-term maintenance plan shall be made available in writing and explained.
- A minimum warranty period for workmanship must be 10 years.
- A minimum manufacturer material warranty period for Solar PV modules must be 25 years.
- A minimum manufacturer material warranty period for inverters must be 10 years.
- All systems must be installed in conformance with the manufacturers' specifications.

3.4 System Production Guarantee

For third-party-owned systems, a solar lease agreement contract must include a reasonable System Production Guarantee. A power purchase agreement shall not require payments to be made for electricity that is not produced.

3.5 Roof Condition

The participating contractor must disclose that there will be a material cost to remove and reinstall the panels in the event of roof repairs and replacement. If the customer has any doubt of the condition of their roof they should seek an assessment from a qualified roofing contractor.

4. Dispute Resolution

Each contract should clearly define the provider's dispute resolution process including the following:

- Options for resolving complaints directly between the provider and the customer, including contact information for key parties.
- Mechanisms for recourse with federal, state and local agencies.

MEA does not resolve issues directly between providers and their customers. MEA may take escalated complaints received into account in determining a provider's status as a participating contractor. MEA does not investigate, and MEA expressly disclaims any duty to investigate any company, product, service, process procedure, design, or other matter regarding the installation of the clean energy technology by the installers presented. The entire risk of use of any installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the MSAP residential applicant.

Each consumer that has a dispute with their provider that is not being resolved in a timely or effective manner is encouraged to contact the Maryland Attorney General's Office, Consumer Protection Division:

200 St. Paul Place, 16th Fl., Baltimore, MD 21202
General Consumer Complaints: 410-528-8662
Toll-free: 1-888-743-0023 TDD: 410-576-6372
En español: 410-230-1712
9 a.m. to 3 p.m. Monday-Friday
www.marylandattorneygeneral.gov/Pages/CPD/.

Conclusion

This Consumer Protection Policy aims to foster a fair and transparent marketplace for the Maryland Solar Access Program. By protecting consumers and ensuring responsible practices among solar providers, we can promote the growth of renewable energy while safeguarding the interests of income-eligible Maryland residents.

For questions or more information, consumers can contact the Maryland Energy Administration or visit the website: <https://energy.maryland.gov/>.

Note: MEA reserves the right to audit Contractors' compliance with the published Consumer Protection Policy. Failure to adhere to this policy may result in the withholding or clawback of payments, suspension or removal from the participating contractor list for the Maryland Solar Access Program, and further restrictions on eligibility to participate in other MEA programs.