

## **Installer Guidelines**

The following are the requirements and guidelines that Solarize installers must follow for all customers in Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties, regardless of whether the customer came to them through our form or another avenue. Please reach out to the Solarize Program Team with any questions or concerns about these terms or your installer - even if Solarize Greater Philadelphia wasn't part of your process - using [this form](#).

## **Marketing and Sales Guidelines**

The following guidelines apply to Solarize installers for all solicitation methods (including, but not limited to, door-to-door contact; telephone contact or text messages; flyers left at a residence; internet or social media advertisements; or other promotional advertisements) as well as all written and verbal communication with customers throughout the sales and installation process:

- Contractors may not use promotional advertisements that offer gifts, cash, or services if the customer contacts the solar energy contractor/solar energy salesperson or signs the contract. Promotional offers such as non-cash contract discounts (for signing by a certain date) and cash or non-cash referral bonuses are allowed.
- Contractors may not call themselves “city-approved”, “county approved” or “government-approved.” Acceptable characterization is “Solarize Greater Philadelphia Approved Installer.”
- No predatory sales tactics. No person may solicit using any statement, representation, or omission with regard to the costs, financing, terms, or conditions of purchase or installation of residential solar energy systems that is false, deceptive, or misleading.
  - Contractors may not target customers who may not be able to understand the terms of the contract, such as customers with limited English proficiency unless the Contractor has staff proficient in that language and translated contract documents.
- No Contractor may claim or imply that solar is free or no-cost if the product requires any upfront and/or monthly payment from the customer at any time before or after installation.
  - Prohibited phrases include “free solar,” “no cost solar,” or “\$0 solar.”
  - Acceptable phrases include “Your system will have no upfront costs, but you will make a monthly payment for the system.”
- No Contractor may claim or imply that a customer will no longer receive or pay an electric bill after going solar.
  - Prohibited phrases include statements such as “Eliminate your electric bill,” “No more utility bills,” and “Your electric bill will be reduced to \$0.”
  - Acceptable phrases include statements such as “Lower your electric bills,” “Reduce your electric bill,” “Partially offset your electric bill,” and “Offset a portion of your electric bills.”
- Clear communication about dealer fees: no hidden fees. If offering products with dealer fees, contractors must disclose the All-in System Price and explain the tradeoffs between interest rate, monthly payment, and total financed amount.
- Contractors should present multiple financing options so customers can compare. All Contractors

must be able to provide at least one owner financing option and one third-party ownership option (TPO) such as a lease or power purchase agreement (PPA).

- Contractors must inform customers of and support them in applying for any rebates customers may be eligible for, such as PECO's \$500 residential solar rebate.
- After 12/31/25, Contractors must ensure that cash/loan customers are aware that they, as homeowners, can no longer claim a Federal Investment Tax Credit for their purchased system.
- For TPO customers, Contractors must ensure customers are aware that they cannot claim the Federal Investment Tax Credit and will not own or benefit from the SRECs.
- If Contractors refer customers to contractors for scopes of work they cannot perform (e.g., roof repair, tree trimming), Contractor must clarify if they have a subcontractor relationship with the contractor or if they are making a recommendation without a legal or financial relationship.
- Contractors may not call more than twice a day without a receptive customer response.
- Contractors must recommend that customers review whether any existing roof warranty would be affected by adding solar.
- Contractors must recommend that Customers reach out to their home insurance provider prior to signing a contract to inform them of their solar system and understand any potential increases in their home insurance costs.
- Contractors must recommend that customers who are in PECO or PPL territory be registered for default service in order to maximize the benefits of state-mandated net metering. Contractors should recommend that customers switch off of alternate service suppliers if that is how they currently purchase their energy. Contractors should inform Customers to check whether switching service suppliers would incur penalties.
  - If customers are in a municipal utility territory, Contractors should provide estimates of savings and payback period based on the municipal utility's net metering or net billing policy, if any.
- Contractors must recommend free, vendor-neutral support for customers who have questions about their proposal by suggesting they either contact the Solarize program using the contact form on the program webpage, or Solar United Neighbor's [hotline](#).
  - If a Customer is in Delaware County, they may also contact [Solarize Delco](#).
- Contractors must have a Grievance Policy.
  - Contractors must ensure Customers are aware of their right to submit a grievance, have a clear pathway for Customers to file a written complaint, and assign a designated point of contact to review any written complaints.
  - Contractors should include language recommending that customers reach out to the Program Team with any questions or concerns (using the contact form on the program webpage).

### **Proposal Requirements**

The following guidelines apply to Contractors' written sales proposals. Proposals must include:

- Name, email address, and phone number of the primary solar energy salesperson.
- System size in kW and number of panels.
- Model and brand name of major system components (panels, inverters, microinverters, and

batteries and chargers if applicable).

- Estimated first year of kWh annual production.
  - Projections must be based on a nationally recognized, industry-standard tool, such as PVWATTS or HelioScope.
  - Projections must be based on site-specific considerations of each solar array, including location of the installation, azimuth orientation and tilt angle of the panels, and on-site shading factors, and must, at a minimum, account for the difference in production over the month of December versus the month of June but preferably include average hourly production for each hour.
- Projected percentage of annual electric usage offset by solar. The projected offset must be based either on the customer's disclosed annual usage or, if the customer has been in the home for less than 12 months, a customer-specific load calculator that relies upon the customer's installed appliances.
- Summary of Contractor's included warranty coverage, and options for extended warranties if offered.
- Estimated monthly average electric bills before and after solar (year 1) using the same variable rates (\$/kWh) based on the customer's current electric supplier. Monthly bills after solar must be inclusive of all fixed charges from the utility that cannot be offset by solar.
- Savings estimates/net cash flow, which must be based on the following parameters:
  - The utility escalator used must be stated and must not be higher than 3%, as described in Section 4.4.
  - Production estimates over time must account for solar production degradation consistent with the modules specified in the proposal (default: 0.5% per year).
  - Current electric cost data must be based on the customer's actual annual electricity consumption and costs or, if the customer has been in the home for less than 12 months, a customer-specific load calculator that relies upon the customer's installed appliances.
  - Lifetime savings estimate must be net of any and all costs paid by customer, whether upfront or in payments over time, and whether to the utility, installer, or a financing provider.
  - The valuation of Solar Renewable Energy Credits (SRECs) must reflect reasonable market conditions, the value used in the proposal must be stated and refer to a source providing current market cost, and the years of valuation must not be longer than the modules' production/performance guarantee.
  - Savings estimates cannot include potential property value increases from the installation of solar.
  - Years included in the lifetime savings estimate must not exceed the production/performance guarantee of the solar modules (if a cash/loan purchase) or the term of the lease/PPA (if TPO).
- The System Price, plus separate itemized prices of any additional work, which includes but is not limited to: Enabling Upgrade Adders such as electrical work and roof work, and/or Optional Adders such as EV chargers, batteries, critter guards, conduit painting, etc.

- For systems financed with loans, the proposal must include:
  - The name of the proposed lender.
  - Schedule of monthly payments over the term of the loan, reflecting amortization schedule for the individual loan product.
  - A disclosure if the monthly payments are subject to change during the loan term (such as if a prepayment, voluntary or otherwise, is not made).
  - The interest rate (variable rates are prohibited).
  - The loan term.
  - Dealer fee in percentage and dollar amount, if applicable.
  - Total lifetime cost.
- For TPOs, the proposal must include:
  - The name of the proposed TPO provider.
  - The initial monthly payment and/or \$/kWh price, if applicable.
  - The cost escalator.
  - The TPO term.
  - Total lifetime cost.
- Contractors must honor the pricing offered in the proposal for at least 30 days.
- For homeowner-owned systems, Contractors should also verbally discuss what troubleshooting and support will be provided free of charge after the project is complete.
- Upon customer request, Contractor must provide a point-in-time estimate for the customer on the average cost of removal and replacement of the solar array so that the customer understands the order of magnitude of the cost of potential roof repairs after the array is installed.

### **Contract Requirements**

All solar energy installation contracts must be in writing and use the same language as was used in the sales presentation made to the customer, including any material contract terms from print or digital marketing material given to the customer. Contractors who make sales to customers with limited English proficiency must provide translation services, including translation of the contract. Contractors may use digital contracts but must provide a printed version if the Customer requests it.

Contracts must include the following:

- Contractor's name, business address, email address and/or phone number, and PA Home Improvement Contractors (HIC) license number.
- A statement that the Contractor carries general liability insurance and workers' compensation insurance and will provide certificates evidencing such to the customer upon request.
- Name, email address, and phone number of the primary solar energy salesperson, if separate from the Contractor performing installation.
- System size (kW) and first of estimated annual production (kWh).
- Model and brand name of major system components (panels, inverters, microinverters, and batteries and chargers if applicable) to be installed.
- Description of equipment warranties, and information for the Contractor's warranty claim process.

- Description of performance guarantees, and information for the remediation process if system is underperforming
- Workmanship warranty of a minimum of ten years, as described in Section 4.5, and any other warranties offered by installer.
- An itemized list and price of any additional work to be completed as part of the project that is not part of the base System Price. Additional work includes but is not limited to: Enabling Upgrade Adders such as electrical work and roof work, and/or Optional Adders such as EV chargers, batteries, critter guards, conduit painting, etc.
- Installers are not required to itemize fees associated with utility interconnections, unless the utility requires upgrades to the infrastructure or an engineering study. If upgrades are required, these additional costs must be itemized separately.
- Detailed payment schedule based on project completion milestones that explains when payments are due, in compliance with the requirements in Section 4.6.
- **Right of Rescission allowing the Customer to cancel the Contract without penalty within a minimum of three business days and satisfy the obligations of the Unfair Trade Practices Consumer Protection Law §201-7 and the Home Improvement Consumer Protection Act 73 P.S. § 517.1.**
- For customer-owned projects, termination provisions allowing the customer to cancel the contract after the rescission period ends but prior to Interconnection.
  - Customers must be allowed to terminate their Contract due to change orders, cost increases, delays such that progress ("progress" in a solar installation refers to the successful completion of specific, sequential milestones that move a project from the initial contract signing to final operational status) has not been made on milestones for 90 days, or in mutual agreement with the Contractor, by providing written notice of at least three days.
  - Termination fees may not exceed the cost of any work performed through the termination date, reasonable overhead, and profit up to ten percent (10%). Any payments made by the Customer must be refunded less the termination fees. No contract may have punitive fees for cancellation.
  - Contracts must include a written change order provision such that Customers are allowed to terminate their Contract in the event that an unexpected change (such as required utility upgrades) would significantly increase the cost of the project. Contractors may charge termination fees per the guidelines in this section.
  - If no on-site inspection is conducted prior to the Customer signing a Contract, Customers must be allowed to terminate their Contracts and Installers may not charge any termination fees if the eventual on-site inspection results in any cost increases or identifies the need for solar enabling upgrades.
- Statement as to whether all or part of the work is intended to be subcontracted to or performed by another person or entity other than the solar energy contractor's own workforce.
- Solarize Greater Philadelphia Solarize Customer Guide, which must be signed and dated by the customer, which will include the Program Team's Liability Waiver.
- Furthermore, financing contracts offered by installers must meet the following requirements:

- Loan agreements offered by installers must conform to all state and federal consumer loan regulations and disclosure requirements and include the term, loan principal, interest rates, annual percentage rate, the monthly payment and schedule of payments over the term, total lifetime cost, and information on how the loan is secured.
- TPO agreements must conform to all state and federal regulations and disclosure requirements and include the term, cost escalator, if any, initial monthly payment and/or \$/kWh price and schedule of payments over the term, and total lifetime cost.
- TPO agreements must include an option for the Customer to purchase the system at the end of the TPO and at milestones throughout the term consistent with IRS recapture rules.
- An explanation of whether the financier of the loan agreement or TPO holder will record a security interest in the system (e.g., a UCC-1 Financing Statement) and how that may affect the customer's property interest, including impacts on a potential sale.

### **Contractor Customer Support**

Contractors must provide full support to customers through the entire process of going solar, including but not limited to the following items:

- Notify the applicable electric utility of any equipment or design changes that occur during the performance of the solar energy installation contract.
- Obtain permission to operate from the utility.
- Support applying for any rebates customers may be eligible for, including [PECO's residential solar rebate](#).
- For customer-owned systems, SREC support at the end of the process, including setup in the PA AEPS Program and in the GATS portal if the customer wants to manage their SRECs, or resources for brokers if not.
- Support to locate manufacturer/equipment warranty documentation if needed.
- System troubleshooting and maintenance should be included for any TPO at no additional cost.
- For customer-owned systems, follow-up support including but not limited to getting Customers set up in an app to track their production. If a customer has administrative questions (for example, requests for copies of documents, utility application information, log-in information, general questions about the system, etc.) after the project is interconnected, these should be answered at no cost.
- To provide transparency and ensure customers are not surprised by the cost down the line, Contractors should verbally discuss what troubleshooting and support is provided free of charge after the project is complete.
- The written Customer Proposal document must include a summary of Contractor's warranty coverage, and the Customer Contract must include a description of equipment warranties and performance guarantees, the 10-year workmanship warranty, and any other warranties offered by installer.
- Contractor's customer support must also include a Grievance Policy. All Solarize Customers shall have the right to file grievances. Grievances pertaining to the quality, management, pricing, or contracting of Solarize services should be first raised with the Contractor. Solarize Contractors

shall undertake a good faith effort to resolve informal grievances and complaints. Grievances pertaining to discrimination, violations of law, regulation, or safety standards should be directed to the Program Team using the contact form [here](#).

- Should the initial grievance resolution prove unsuccessful Solarize Customers may direct a formal written complaint to the Program Team administrator at [solarize@philaenergy.org](mailto:solarize@philaenergy.org). In the event that all previous grievance resolution has been endeavored and proven unsatisfactory to the Solarize Customer, a formal complaint may be issued to PGCC via [info@phillygreencapital.org](mailto:info@phillygreencapital.org).