



FY26 Consumer Protection Policy For The Residential Energy Equity Program

This Consumer Protection Policy aims to ensure that consumers receiving home upgrades through Maryland Energy Administration's (MEA) Residential Energy Equity Program AOI2 are treated fairly, informed about their rights, and protected against deceptive practices. This policy outlines consumer protections and the responsibilities of grant recipients and the solar providers they select.

MEA relies on various stakeholders to address the comments and concerns related to consumer protections, consumer disclosure forms, and participating grantees and their subcontractors to create a transparent and effective program. MEA utilized 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.

Program

1. Applies to all solar projects funded under the Program.
2. Covers both direct-ownership and third-party ownership models (e.g., power purchase agreements under AOI2 Category 2).
3. Resident protections apply statewide with no regional limitations.

Resident Protections

1. Clear Disclosures
 - a. Consumers have the right to receive clear, accurate, and comprehensive information regarding solar energy systems.

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/>

- b. Contracts and contract terms shall be written using plain language.
- c. All prices and costs shall be prominently disclosed throughout the life of the contract.
- d. Contracts shall avoid underestimating costs and overestimating performance.
- e. Ownership terms shall be clearly defined and articulated in writing.
- f. 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 their property or gain access to credit as a result of such terms.
- g. Termination of the contract and removal of equipment terms shall be clear, especially in cases of third-party ownership.
- h. The Program incentives must be disclosed to the consumer.
- i. Eligibility for additional incentives, such as tax credits and solar renewable energy credits, must be disclosed to the consumer.
- j. Contracts shall define who is responsible for the proper disposal of the product at the end of its life.
- k. Solar system performance calculations shall specify and include all relevant factors.
- l. 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.
- m. Contracts must allow a customer to cancel a contract for up to 30 days after signing the contract, per paragraph 2 below.
- n. Contracts shall include remediation terms regarding damage to property from work.
- o. Contracts shall clearly state the effective date and the final date of the contract, as applicable.

2. Right to Cancel

- a. Residents may cancel solar agreements within 30 days of signing without penalty.

3. Grantee Stability & Contingency

- a. Grantees who own systems under AOI2 Category 2 must provide a contingency plan to protect residents in the event of organization insolvency, program withdrawal, or inability to fulfill obligations. Plans must ensure uninterrupted energy service or transfer of system ownership/management to a qualified entity.

Grantee's Contractor Selection

1. Selected contractors must ensure that all marketing materials and communications are written in plain language, including:
 - a. 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.
 - b. 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.
 - c. Explaining Renewable Energy Certificates or Renewable Energy Credits (RECs):
 - Clearly stating who owns the RECs.
 - 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. Licensing and Certification: All grantees, subcontractors, implementers, third-party vendors and all other organizations acting on behalf of an MEA grantee must comply with all applicable licensing and certification requirements, including:
 - a. Participating contractors shall comply with all applicable legal requirements.
 - b. 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.
 - c. 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.
 - d. Industry-recognized credentials in good standing shall be displayed in marketing and sales materials.
 - e. Insurance coverage shall include commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and workers' compensation insurance.

- f. 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.

Installation and Equipment Standards

1. All installed panels meet IEC 61730⁷, or the most recent, standards
2. Insurance coverage shall include commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and worker's compensation insurance.
3. All systems must comply with state, local, and federal building and electrical codes.
4. Systems must include protective measures such as **rodent guards** and be designed for long-term durability and safety.
5. 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 before receiving an incentive. Physical permanence is to be demonstrated by 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.

Transparency

1. Solar providers must ensure that all marketing materials and communications are transparent, including:
 - a. Disclosing all fees, costs, and potential risks associated with the solar system.
 - b. Providing a full breakdown of savings projections based on realistic and verifiable data.
2. Renewable Energy Certificates or Renewable Energy Credits (RECs):
 - a. Clearly state who owns the RECs.
 - b. Provide clear and accurate information regarding the customer's rights to make clean energy claims.
 - c. In the case where the customer owns the RECs, provide clear and accurate information to the customer about how they can monetize the RECs

⁷ <https://webstore.iec.ch/en/publication/59803>

3. Grantee will explain to the homeowner that they are responsible for system insurance and maintenance beyond the terms of the installation contract and warranties if installed under AOI2 Category 1.
4. Grantee will explain to the homeowner that they must consult with a tax professional regarding any tax incentives.
5. Grantee will advise the homeowner that they should sell solar RECs and apply the proceeds to insurance and maintenance if installed under AOI2 Category 1.

Compliance with Regulations

All installations must comply with publicly published local, state, and federal regulations, including:

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

Warranty and Maintenance

1. Solar providers must offer transparent warranties on equipment and installation, clearly stating coverage duration, conditions, maintenance obligations, and support options.
 - a. Equipment and labor warranties shall be clearly defined and easily understood, with responsible parties identified.
 - b. All performance labels shall be placed in accordance with the manufacturer's specifications.
 - c. A description of any roof penetration warranty or other warranty that the solar retailer provides the customer or a statement, that the solar retailer does not provide any warranty
 - d. Contact information for follow-up shall be provided and kept updated including if the company or product manufacturer ceases operations.
 - e. Any long-term maintenance plan shall be made available in writing and explained.
 - f. A minimum warranty period for workmanship must be 10 year.
 - g. A minimum manufacturer material warranty period for Solar PV modules must be 25 years
 - h. A minimum manufacturer material warranty period for inverters must be 10 years
 - i. All systems must be installed in conformance with the manufacturers' specifications
 - j. Self-installations (without a licensed solar installation contractor) will not be permitted

Reporting & Accountability

1. **Resident Information Security:** All parties handling resident data—including grantees, contractors, third-party implementers, and MEA—must safeguard personal information such as names, addresses, income, household details, and energy usage. This information must only be collected for program eligibility and administration, and never sold, shared, or disclosed without consent except as required by law.
2. **System Protections:** Any system used to collect, store, or transmit resident information must include appropriate protections such as firewalls, encryption, password protection, and cybersecurity protocols to prevent unauthorized access or breaches.
3. **Responsibility:** Grantees must ensure subcontractors and partners comply with these protections through binding agreements. MEA maintains oversight and may audit compliance to confirm resident information is being safeguarded.
4. MEA reserves the right to audit project files, financial records, and resident agreements at any time.

Dispute Resolution

1. Residents have access to a straightforward mechanism for filing complaints regarding solar providers.
2. An adequate dispute resolution process shall be available in writing and explained:
 - a. Grantees are required to make good faith efforts to resolve disputes directly. In cases of disputes, consumers and providers should engage in mediation or arbitration before resorting to legal action. This process should be fair, impartial, and transparent, with clear guidelines and procedures.
 - b. Consumers shall be treated fairly and honestly.
 - c. Confidentiality of consumer personal information must be maintained unless a consumer has actively consented to having that information shared, as permitted by relevant laws.
3. Customers must give express written permission to have any information shared.
4. Consumer data shall be secure and handled responsibly.
5. Any conflict of interest or an appearance of impropriety by the provider shall be disclosed.
6. Consumers shall know which other entities have access to their data, how the data will be used, and if any personal information will be identified with the data.
7. Individual consumer energy information provided to third parties for commercial purposes not related to the services provided by the solar provider shall be prohibited (or fully disclosed with an opt-out clause).

Note: 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 clean energy technology by the installers presented.

Each consumer who 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, and file a complaint through the Office of People's Council.

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/.

Office of People's Council

To file a complaint, you have four options:

1. File a complaint online at <https://mdpsc.force.com/complaints/>
2. Download a PSC/CAD complaint form and mail it with any supporting documents. Maryland Public Service Commission Consumer Affairs Division 6 St. Paul Street, 15th Floor Baltimore, MD 21202
3. If you do not have a computer or access to one, call PSC/CAD at (410)767-8000 or 1-800-492-0474 and ask them to mail you a complaint form. Inform the PSC/CAD representative if you have a shut-off notice or are off-service, and ask them to take a complaint by phone. A form will be mailed to you to fill out and return.
4. You can fax a written complaint with any supporting documents to (410)333-6844.

Conclusion

This policy aims to ensure that residents across Maryland benefit equitably from the FY26 Residential Energy Equity Program, with strong protections in place whether projects are delivered by nonprofits or local governments. By requiring clear disclosures and standards, MEA safeguards income qualifying households while advancing Maryland's clean energy and equity goals.

For questions and additional information consumers may contact the Maryland Energy Administration Residential Energy Equity Program at residentialenergy.mea@maryland.gov.

Resident Bill of Rights – FY26 Residential Energy Equity Program

The Maryland Energy Administration (MEA) wants every household that participates in the Residential Energy Equity (REE) Program to know their rights. Whether your home is receiving solar (AOI2) or energy efficiency upgrades (AOI1), you are protected under this program.

Your Rights as a Resident

1. Clear and Honest Information

You have the right to receive clear, plain-language information about the cost, ownership, warranties, and obligations of any system installed in your home. Nothing should be hidden in fine print.

2. Fair Costs and Protections

Administrative, enabling, and indirect costs are limited to 15% of total project costs, ensuring that the majority of funding directly benefits your home.

3. Weatherization First

Your home must be weatherized before or within six months of solar installation. This ensures you receive the full benefit of your clean energy system.

4. Freedom to Cancel

You may cancel a solar agreement within 30 days of signing with no penalty.

5. System Quality and Safety

All installations must meet state and local building codes, be installed by certified contractors, include protective measures like rodent guards, and come with strong warranties (25 years on panels, 10 years on inverters, and 10 years on workmanship).

6. Protection of Your Personal Information

Your personal and household information (such as income, address, and energy use) must be kept private and secure, and only be obtained for program eligibility and administration, and never sold, shared, or disclosed without consent except as required by law. Grantees, contractors, and MEA are required to use firewalls, encryption, and cybersecurity protections to prevent unauthorized access or sharing.

7. Stable Service

If your solar system is owned by a grantee under a power purchase agreement (PPA), you are protected if that grantee stops operating. A contingency plan must be in place to ensure your service continues without interruption.

8. Complaint and Dispute Process

You have the right to raise concerns or complaints. Grantees must make a good-faith effort to resolve issues. If not resolved, you can escalate to MEA or the Maryland Public Service Commission (PSC). Mediation is encouraged before legal action.

Remember: These rights are designed to protect you, your home, and your household as you benefit from Maryland's clean energy programs.