Attachment A: FY27 Maryland Solar Access Program (MSAP) Consumer Protection Policy

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Modified: Not Applicable

Purpose

This Consumer Protection Policy aims to ensure that homeowners participating in the Maryland Energy Administration’s (MEA) Maryland Solar Access Program (MSAP) are treated fairly, informed about their rights, protected against deceptive practices, and receive the minimum benefits of solar energy throughout the solar system's lifetime.

Participating Contractor Requirements

The prime solar PV contractor that is responsible for compliance with the terms and conditions of the MSAP program – including the terms of the MSAP Consumer Protection Policy, the Fossil Fuel Policy, and all applicable local, state, and federal laws, regulations, and building codes – must be approved by MEA and listed on the FY27 MSAP Participating Contractor List at the time the application is submitted for an upfront rebate reservation request (Step 1). The MSAP Participating Contractor List can be found on the MSAP program webpage[1].

Contractor participation in the MEA Maryland Solar Access Program is voluntary. MEA does not endorse or prefer any contractor on the MSAP Participating Contractor List. MEA, in its sole discretion and for good cause shown, may remove a contractor from the MSAP Participating Contractor List.

MSAP Participating Contractors may work with MSAP Authorized Installation

[1] https://energy.maryland.gov/residential/Pages/incentives/Maryland-Solar-Access-Program.aspx

Subcontractors, MSAP Authorized Sellers, and MSAP Authorized Lease or PPA contractors. If an MSAP Authorized Installation Subcontractor, MSAP Authorized Seller, or MSAP Authorized Lease or PPA contractor is involved in a project, the company must also be listed on the FY27 MSAP Participating Contractor List at the time the application is submitted for an upfront rebate reservation request (Step 1).

In accordance with the Brighter Tomorrow Act of 2024, MEA developed the MSAP Consumer Protection Policy (Attachment A), the Minimum Benefits Requirements to be eligible for a grant (Appendix 1 of Attachment A), and the MSAP Authorizations & Disclosures Form (Attachment C), in consultation with the customer-sited solar industry. MEA solicited stakeholder feedback and reviewed publications from the Solar Energy Industries Association[2], Clean Energy States Alliance[3], National Renewable Energy Lab[4], Interstate Renewable Energy Council[5], California Public Utilities Commission[6], and the Maryland Public Service Commission.[7].

1. Contracts and Disclosures

1.1 Choice of Solar Contractor

Homeowners may choose their solar contractor from the MSAP Participating Contractor List without pressure or coercion. This includes being able to:

- Obtain multiple quotes from different contractors.
- Compare products and services.
- Review offers before signing.
- Cancel the contract up to 30 days of signing, as provided in Section 1.3 below

1.2 Access to Information

- Uploading a complete, accurate, and signed MSAP Authorizations & Disclosures Form satisfies the MSAP disclosures requirement. The correct version of the MSAP Authorizations & Disclosures Form, based on the solar contract type, must

[2] https://seia.org/
[3] https://www.cesa.org/
[4] https://www.nrel.gov/
[5] https://irecusa.org/
[6] https://www.cpuc.ca.gov/
[7] https://www.psc.state.md.us/

be utilized. MSAP Authorizations and Disclosures do not replace or reduce any disclosure or other obligations required in the homeowner's contract.

- Contracts must clearly describe the duration, nature, and potential impacts to the homeowner of any restrictions, liens, UCC-1 filings, fixture filings, or other security interests that may limit the homeowner's ability to transfer or modify their property or gain access to credit as a result of such terms.
- Contracts must define who is responsible for the proper disposal of the equipment at the end of its life or in the event of contract termination.This must be clearly stated in all contracts with a homeowner.
- Termination of the contract and removal of equipment terms must be clear; additional third-party ownership-specific terms must be provided where applicable.
- If the solar system installation or system equipment will be monitored, the homeowner must 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 must allow a customer to cancel a 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.
- Contracts shall include how to raise issues, request corrections, and resolve disputes, including contact information and escalation steps.
- For leased, financed, and PPA systems, the contract shall detail what happens if the property is sold, refinanced, or transferred.
- Contracts shall include any process for scope changes, price changes, or equipment substitutions.
- Homeowners must receive a complete copy of the signed contract and all attachments.
- Projected savings must be based on realistic and verifiable data and must not be presented in a misleading or inflated manner. Limitations on the accuracy of projections must be explained.
- Representation of program participation and qualifications must be accurate at the time it is made.
- A clear and accurate explanation of Solar Renewable Energy Credits (SRECs) is required, including but not limited to an explanation of:
    - How SRECs relate to the solar system's environmental attributes;.

- Any conditions or changes associated with the ownership of SRECs over time;
- How customers may monetize, sell, transfer, or otherwise use SRECs, including any practical limitations affecting their ability to realize value.

- System ownership and payment structures must be presented in a manner that allows homeowners to understand differences in obligations, benefits, and long-term implications.
- Financing terms, cost structures, and total repayment obligations must be presented clearly.
- System performance assumptions and limitations must be presented accurately and not misrepresented as guaranteed outcomes unless expressly guaranteed in writing.
- Processes for homeowners to raise questions, request corrections, and resolve disputes must be clear and accessible.
- Data practices must be transparent, including how homeowner data is collected, used, and accessed, and any associated consumer rights.
- The roles of any third parties involved in the project and how they interact with the homeowner or project must be clearly disclosed.
- Processes for change orders to system design, equipment, pricing, or project scope after an initial proposal must be clear, including any conditions for substitutions or modifications.

1.3 Cancellation of Contract

All contracts must allow a customer to cancel the contract up to 30 days after signing without any cost to the homeowner.

2. Licensing, Certifications, and Insurance

The following licensing, certification, and insurance requirements apply to the MSAP Participating Contractor, as well as any Authorized Installation Subcontractors, Authorized Sellers, or Authorized Lease or PPA contractors approved by MEA to partner with the MSAP Participating Contractor:

- All work performed for an MSAP project must be carried out by staff and contractors holding all necessary Maryland certifications and licenses, including but not limited to Maryland Home Improvement Commission (MHIC) licensing requirements for the company and salespersons.[8]

- Any business or non-profit organization operating in Maryland with which the rebate recipient contracts or partners to carry out the purposes of the project must be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
- A NABCEP PV Installation Professional must have a role in the design and/or installation of the solar PV system.
- Insurance coverage must include commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and workers' compensation insurance.
- MSAP Participating Contractors, MSAP Authorized Installation Subcontractors, MSAP Authorized Sellers, and MSAP Authorized Lease or PPA Providers must 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.

3. Installation and Quality Standards

3.1 Compliance with Laws and Regulations

All work performed for the MSAP project must comply with all applicable local, State, and federal building codes and other applicable laws and regulations, including but not limited to:

- Building and electrical codes, fire safety standards, environmental regulations, and all requirements imposed by the local authority having jurisdiction.
- Maryland electric utility Interconnection requirements.

3.2 Equipment Standards

- All equipment installed under the Program must be new, suitable for the intended application, and compliant with manufacturer and code requirements and must meet UL 1703 and IEC 61730 standards.
- The equipment installed is intended to be in place for the duration of its useful life.This means that the solar PV system must demonstrate adequate assurances

[8] https://labor.maryland.gov/license/mhic/

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 make the system ineligible. A solar PV system that is installed on a boat, camper, trailer, or other mobile vehicle is ineligible to receive a rebate. “Plug-in solar” also known as “balcony solar” will not meet the MSAP requirement for permanence.

3.3 Warranty and Maintenance

- A workmanship warranty is required and must have a minimum 10-year warranty period.
- A manufacturer material warranty for solar PV modules is required and must have a minimum 25-year warranty.
- A manufacturer material warranty for inverters is required and must have a minimum 10-year warranty.
- Warranty terms shall be clearly defined, stating coverage duration, conditions, maintenance obligations, and customer support options .
- Warranty terms shall identify the responsible party for each warranty.
- All equipment must be installed and maintained in conformance with the manufacturer’s specifications..
- All performance labels shall be placed according to the manufacturer’s specifications.
- Any long-term operations and maintenance (O&M) plan shall be provided in writing and clearly explained to the homeowner.

3.4 System Production Guarantee

Solar lease agreements and power purchase agreements (PPA) must include a system production guarantee, production warranty, or equivalent performance assurance. A power purchase agreement may not require payments to be made for electricity that is not produced. The guarantee or assurance must clearly state the homeowner’s remedy if the system fails to meet the guaranteed production level (e.g. bill credits, payments, repairs, or contract adjustments)

3.5 Roof Condition

The MSAP Authorizations & Disclosures Form must affirmatively confirm disclosure of:

- Roof inspections, repairs and warranties;
- The impact of roof shading on system production; and
- The condition of the roof and the potential for removing and reinstalling the array if repair or replacement of the roof is needed.

If the customer has any doubts about the condition of their roof, they must be permitted to seek an assessment from a qualified roofing contractor prior to proceeding with solar installation.

4. Dispute Resolution

Each contract should clearly define the Participating Contractor's dispute resolution process, including the following:

- Options for resolving complaints directly between the contractor and the customer, including contact information for key parties and any escalation steps available to the homeowner
- Mechanisms for recourse with applicable federal, state, and local agencies.

MEA does not resolve issues directly between contractors and their customers. MEA may take escalated complaints related to Program requirements received into account in determining a contractor's status as a MSAP Participating Contractor.. The entire risk of use of any installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the MSAP residential applicant.

Homeowners with a dispute that is not being resolved in a timely or effective manner are encouraged to contact the Maryland Attorney General's Office, Consumer Protection Division, and file a complaint through the Maryland Home Improvement Commission.

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/.

Maryland Home Improvement Commission
To file a complaint

1. Submit a written O & P Complaint Form (https://labor.maryland.gov/forms/oandpcomplaint.pdf)
   a. Complaint forms are available online, or
   b. by visiting the Commission.
   c. You may also call the Commission at 410-230-6231 or 1-888-218-5925 to request that a complaint form be mailed to you.

More information can be found by visiting:
https://labor.maryland.gov/license/mhic/mhicfaqcomp.shtml

Conclusion

MEA may audit MSAP Participating Contractors' compliance with the published Consumer Protection Policy at any time. Failure to comply with 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 additional restrictions on eligibility to participate in other MEA programs. Please see *Appendix 3: Escalations for Contractor Non-Compliance* in this document for more information.

For questions or more information, homeowners may contact the Maryland Energy Administration at solaraccess.mea@maryland.gov

Appendix 1: Minimum Benefit Requirements to the Consumer

This Appendix is subject to change during the FY27 MSAP program offering, because utility rates may change.

Updated Publication Date: July 29, 2026

Utility	Current Avoidable Rate	[Scenario 1 - 0% PPA rate escalator] Max Offer	[Scenario 2 - 3% PPA rate escalator] Max Offer
PEPCO MD	0.251	0.201	0.176
BGE	0.213	0.170	0.149
Delmarva Power	0.257	0.206	0.180
Potomac Edison	0.184	0.147	0.129
Southern Maryland Electric Cooperative, Inc.	0.192	0.154	0.134
Berlin Municipal Electric Plant	0.133	0.106	0.093
Easton Utilities Commission	0.144	0.115	0.101
City of Hagerstown Light Department	0.119	0.095	0.083
Thurmont Municipal Light Company	0.124	0.099	0.087
Williamsport Municipal Electric Light System	0.123	0.098	0.086
A&N Electric Cooperative	0.125	0.100	0.088
Choptank Electric Cooperative, Inc.	0.169	0.135	0.118
Somerset Rural Electric Cooperative	0.199	0.159	0.139

- The minimum benefit to the customer is defined as the net present value of the lifetime savings of the solar PV system, and it must be equivalent across all solar PV system ownership types: purchase/finance, lease, and power purchase agreement. The Maryland Solar Access Program Maximum Equivalent Offer Calculator spreadsheet, which is available on the Program webpage, computes this, and it provides the maximum cost offers to the customer using solar PV market rates for all ownership options to meet the minimum benefit requirement.
- 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 20% 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%,[9] the maximum offer of the first year's PPA rate, at the time the solar contract is signed, must be at least 30% 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.
- To ensure a proper pass-through of the award, the system owner's financial metrics should remain consistent with and without the MEA award, indicating that the rebate is solely benefiting the customer. MEA will publish on its website, and twice annually update, the customer's avoidable rate for all Maryland electric utilities.
- Term length (in years) for solar power purchase agreements, solar power lease agreements, and solar loans must not exceed 25 years, and an annual escalator rate under no circumstances can exceed 3%[10]
- Non-solar costs may be excluded from the calculation of the maximum offer. "solar costs" vs. "non-solar costs" are defined as follows:
    - **Solar Costs:** costs required for the design, permitting, installation, interconnection, commissioning, or financing of the solar PV system, or are directly tied to making the solar PV system operational. Examples of solar costs include, but are not limited to:
        - Permitting fees.
        - Interconnection fees.

[9] See §9–2016 (I)(2)(ii) of the State Government Article.
[10] See §9–2016 (I)(2)(ii) of the State Government Article.

- ➢ Financing fees associated with the solar PV system.
- ➢ Premium upgrades for solar-related materials or equipment, including more efficient panels.
- ➢ Extended warranties for solar equipment.
- ➢ Wildlife barriers also known as “critter guards.”
- ➢ Replacement of service tails when required for the solar PV installation.
- ➢ Load center replacement when required for the solar PV installation.
- ➢ Electrical work required for the solar PV installation.
- ➢ Main panel upgrade (MPU) when required for the solar PV installation.
- ➢ Design, engineering, plan set, and inspection-related costs when directly associated with the solar PV system.
- ➢ Mounting hardware, racking, wiring, conduit, inverters, optimizers, monitoring equipment, and other solar system balance-of-system components.
- ➢ Labor directly associated with installing and commissioning the solar PV system.
- ➢ Site mobilization or contractor overhead that is directly attributable to the solar PV system and not to unrelated work.

- **Non-Solar Costs:** costs required for the solar PV system itself, or that reflect unrelated property improvements, optional add-ons, or separate services that may be performed independently of the solar installation. Examples of non-solar costs include, but are not limited to:
  - ➢ Roof replacement, roof repair, or roof resurfacing.
  - ➢ Trenching that is not required for the solar PV installation.
  - ➢ Battery energy storage systems.
  - ➢ Tree trimming or tree removal.
  - ➢ EV chargers or EV charging equipment.
  - ➢ Main panel upgrade (MPU) when not required for the solar PV installation.
  - ➢ General home electrical upgrades not directly required for the solar PV system.
  - ➢ Structural repairs or home improvements unrelated to the solar project.
  - ➢ Landscaping, paving, or other site work unrelated to the solar PV system.
  - ➢ Cosmetic upgrades, convenience features, or optional equipment not necessary for solar PV operation.

Appendix 2: Assumptions and Analysis for Minimum Benefit Requirement Calculations

Objective:

The Maximum Offer Calculator is an Excel-based workbook used to ensure compliance with the Minimum Benefits Requirement to be eligible for a grant. The tool calculates the customer's avoidable rate today, determines what percentage below the avoidable rate is achievable with and without an award, and calculates an equivalent maximum offer for solar lease, loan, and purchase that is required to meet the minimum benefit requirement.

Methodology:

Calculating the Avoidable Rate: The first step in determining consumer benefits from the award was to determine consumer benefits by generating their own electricity rather than paying for all energy consumed. These savings can be called the "avoided rate" as it is the rate in dollars per kilowatt-hour ($/kWh) that a customer would pay for electricity if they were not generating solar for themself. This value is calculated using existing utility rates, inclusive of all charges and surcharges. The PPA rate percentage below the avoidable rate (with and without a Maryland Solar Access Program award) was calculated using estimated PPA rates derived from market-reported system payback averages.[11]

Customer savings and costs using a PPA (with and without award), and compared to the avoidable rate, were calculated using the known rates as well as estimated annual household electricity generation and consumption.

Comparing Customer Cost Savings of Different Solar Energy Purchasing Options:

The "equivalent offer" section of the workbook sets each solar PV ownership option to deliver the same net present value and therefore be "equivalent". This does not represent what the market is offering or what an installer would realistically offer a customer. To calculate an equivalent maximum offer for a lease, loan, purchase agreement, and outright system purchase, the calculator makes assumptions on

[11] EnergySage Solar & Storage Marketplace Report, October 2025: https://www.energysage.com/data/

payment terms and rates (that are adjustable) and calculated system cost under each set of conditions. The cost of loans and outright purchases are also compared at "market rate": rather than setting all lifetime savings as equal, this calculation uses present market values to calculate average annual and total lifetime savings. These purchasing scenarios were then converted to $/kWh rates to be more directly comparable, and the corresponding rates are included in the Results section below.

Inputs and their respective sources as they relate to the determination of the % below the avoidable rate are included in Attachment E: *How to Use Maximum Offer Calculator.*

Appendix 3: Contractor Non-Compliance

This appendix establishes procedures for identifying, reviewing, escalating, and resolving alleged violations of the terms and conditions of the MSAP Program – including the MSAP Consumer Protection Policy, the Fossil Fuel Policy, and all applicable local, state, and federal laws, regulations, and building codes.

The MSAP Participating Contractor is responsible for compliance with the terms and conditions of the MSAP program. MSAP Participating Contractors may choose to work with MSAP Authorized Installation Subcontractors, MSAP Authorized Sellers, and MSAP Authorized Lease or PPA contractors. Nonetheless, the MSAP Participating Contractor is accountable for the compliance of these authorized partner vendors.

Failure to comply with Program terms and conditions may result in the suspension or removal of the MSAP Participating Contractor (along with their authorized vendors) from the MSAP Participating Contractor List.

Identification of Contractor Non-Compliance

Potential non-compliance may be identified a) through notification received by MEA or b) from an internal review by MEA of submitted applications. The Contractor will not receive a notice of potential non-compliance until MEA has conducted an initial evaluation.

MSAP Participating Contractors may not retaliate against consumers who file complaints.

Escalation of Non-Compliance

MEA provides a graduated response to non-compliance with program terms and conditions. The severity and frequency of non-compliance, as well as the contractor response will determine the resolution.

- MEA will issue a first notice of potential non-compliance electronically via solaraccess.mea@maryland.gov, including a summary of the incident(s) and the findings with further instructions. Contractors must provide a written response to solaraccess.mea@maryland.gov within 14 days. The response must either demonstrate compliance or outline a plan for corrective action. Contractors may request a meeting to review the findings.

- Failure to respond or take required corrective action, will lead to suspension from the MSAP Participating Contractor list and a pause on current and new applications for funding. Any request for reinstatement is at the sole discretion of MEA.