FY26 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, by the Brighter Tomorrow Act (Chapter 595, 2024 Acts of Maryland). 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 Association [1], Clean Energy States Alliance[2], National Renewable Energy Lab[3], Interstate Renewable Energy Council[4], California Public Utilities Commission[5], and the Maryland Public Service Commission[6] to construct the Consumer Protection Clauses, Solar Disclosure Forms, and the Participating Contractor List. This policy will be in effect through June 30, 2026. 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, consumer protections, and the regulatory framework supporting these protections.

Contractors that participate in the MEA Maryland Solar Access Program ("Participating Contractors") must agree to comply with this policy without exception and will be posted on the program Participating Contractor List on the program webpage. In addition, contractors must comply with all applicable laws and regulations. MEA does not endorse or prefer 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 (Please see Appendix 1).

[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/

1. Contracts

1.1 Choice of Solar Provider

Consumers may choose their solar provider without pressure or coercion. This includes being able to:

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

1.2 Access to Information

Participating contractors must provide consumers with clear, accurate, and comprehensive information:

- 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 their 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 Maryland Solar Access Program incentives must be disclosed to the consumer.
- Eligibility for additional incentives, such as tax credits and solar renewable energy credits, must be disclosed to the consumer.
- 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 must 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 Cancellation of Contract

Contracts must allow a customer to cancel any solar energy contract up to 30 days after signing the contract without incurring any cost to the consumer. This must be clearly stated in all contracts with consumers.

2. Responsibilities of Participating Contractors

2.1 Transparency

Participating contractors 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 on 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.
    - 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 the Minimum Benefit Requirements to the Consumer defined in Appendix 1 of this document.
- 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.

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

- Insurance coverage shall include commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and workers' 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.
- All non-vertically integrated participating contractors shall submit in their Participating Contractor List application to MEA all necessary information that identifies all subcontractors, solar retail sellers, sole proprietors, etc, who may influence the total project cost. A "non-vertically integrated company" is defined as a company that does not directly employ all parties involved in the sale, design, installation, and maintenance of solar energy systems, and may instead rely on third-party sales organizations or contractors.
- Independent financing companies, for the purposes of the Maryland Solar Access Program, are not eligible to be listed on the Participating Contractor List.

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 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.

3.3 Warranty and Maintenance

Participating contractors 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, according to 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 according to the manufacturer's specifications.
- Contact information for follow-up shall be provided and kept updated, including if the company or product manufacturer ceases operations.
- 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 manufacturer's 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 the roof inspections, repairs, and warranties associated with a solar PV installation before the contract is signed. 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 doubts about 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 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 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 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 participating contractors, 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. Please see Appendix 3 in this document for more information.

Appendix 1: Minimum Benefit Requirements to the Consumer

This Appendix is subject to change throughout the FY26 MSAP program offering. MEA must update the utility rates every six months by the requirements of the Brighter Tomorrow Act (Chapter 595, 2024 Acts of Maryland)[8]. In doing so, MEA must update the Minimum Benefit Requirements to the Consumer to align with the current utility rates.

Initial Publication Date: July 2, 2025
Updated Publication Date: March 2, 2026

Utility	Current Avoidable Rate	[Scenario 1 - 0% PPA rate escalator] Max Offer	[Scenario 2 - 3% PPA rate escalator] Max Offer
PEPCO MD	$0.231	$0.185	$0.162
BGE	$0.213	$0.170	$0.149
Delmarva Power	$0.226	$0.181	$0.158
Potomac Edison	$0.160	$0.128	$0.112
Southern Maryland Electric Cooperative, Inc.	$0.186	$0.149	$0.130
Berlin Municipal Electric Plant	$0.133	$0.106	$0.093
Easton Utilities Commission	$0.144	$0.115	$0.101
City of Hagerstown Light Department	$0.137	$0.110	$0.096
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	$0.112	$0.090	$0.078
Choptank Electric Cooperative, Inc.	$0.166	$0.133	$0.116
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.

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

- 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.
    - Examples of "solar costs" include but are not limited to:
        - Permitting fees
        - Interconnection fees
        - Financing fees
        - Premium upgrades for solar materials, e.g.
            - More efficient panels
            - Extended warranties
        - Critter Guards
    - Examples of "non-solar-costs" include but are not limited to:
        - Roof
        - Trenching
        - Batteries
        - Tree trimming
        - EV charger

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

Appendix 2: Assumptions and Analysis for Minimum Benefit Requirement Calculations

Objective:

The program will enable third-party contractors to file for and receive the award on behalf of the customer, with the customer's approval. However, MEA would like to ensure that customers receive a minimum level of benefits to ensure the program truly incentivizes residents to install rooftop solar. To help inform consumer protection policies, AECOM developed the Maximum Equivalent Offer calculator, an Excel-based workbook that helps the user understand customer costs and savings with and without the Maryland Solar Access Program award. In summary, 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, AECOM made assumptions on 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 the following tables.

Table 1: Baseline PV System, Household Consumption, and PPA Offer Inputs

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

Name	Value	Source/Notes
DC Size [kW]	10	The smallest PV system that is eligible to receive the full MEA rebate.
DC:AC Ratio	1.2	NREL Residential PV Annual Technology Baseline[12]
AC Size [kW]	8.33	Calculated from DC size and DC:AC ratio.
Annual PV Production Degradation [%]	0.50%	NREL Residential PV Annual Technology Baseline, Moderate Scenario.
Household Annual Energy Consumption [kWh]	16,934	NREL 2024 Residential Stock,[13] The dataset was filtered to only include single family detached homes, in Maryland, with no existing PV generation.
PPA, Lease, Loan Length, System Lifespan [yrs]	25	MEA Provided Values and Reference Material.
PPA and Lease Escalator [%/yr]	0%, 3%	
Utility Avoidable Rate Escalation [%/yr]	3%	

Table 2: PV System Production and PVWatts Inputs

Name	Value	Source/Notes
First Year Total PV Generation [kWh]	11,117	NREL PVWatts,[14] hourly production was simulated for a rooftop system in Frederick, MD. All PVWatts inputs were kept as default sans DC size. Other simulations were run for Baltimore, McHenry, Lexington Park and Federalsburg, all results falling within ~2% of Frederick's production outputs. The Frederick PV model was then run four times with array azimuths at 0, 90, 180, and 270 degrees. The outputs were averaged into a single value representing production on the 'average roof'. The value is conservative, as it assumes systems would not be designed for optimal production given a roof.
Latitude (DD)	39.41	
Longitude (DD)	-77.42	
Elevation (m)	105.27	
DC System Size (kW)	10	
Module Type	Standard	
Array Type	Fixed (roof mount)	
Array Tilt (deg)	26.6	
Array Azimuth (deg)	180	
System Losses (%)	14.08	
DC to AC Size Ratio	1.2	

[12] NREL ATB: https://atb.nrel.gov/electricity/2023/residential_pv
[13] NREL RES Stock: https://data.openei.org/s3_viewer?bucket=oedi-data-lake&prefix=nrel-pds-building-stock%2Fend-use-load-profiles-for-us-building-stock%2F2024%2Fresstock_tmy3_release_2%2F
[14] NREL PVWatts: https://pvwatts.nrel.gov/

Name	Value	Source/Notes
Inverter Efficiency (%)	96	
Ground Coverage Ratio	NA	
Albedo	Weather File	
Bifacial	No (0)	

Table 3: Cost Inputs

Name	Value	Source/Notes
PV System Cost [$/W-DC]	$3.00	The EnergySage[15] average MD cost of solar ($2.66 $/W-DC) was increased 13% to account for additional labor required to participate in the MSAP (applications, disclosures, etc.) and provide room for estimated PPA rates that are still reasonable for slightly higher $/kW-DC systems.
Federal Investment Tax Credit [%]	30%	IRS Residential Clean Energy Credit[16]
MEA Rebate [$/system]	$7,500	Maximum MEA rebate amount.
System Owner (Seller) NPV Payback Maximum [yrs]	11.7	The EnergySage Solar & Storage Marketplace Report[17] indicated a 9.7-year solar payback for system owners, adjusted to an 11.7-year payback to account for reduced system size (10 kW DC) relative to other states and lower annual sun hours in MD.
The following were not considered for PV system costing: Low income and domestic materials federal tax credits, solar renewable energy certificates (SRECs) and utility-specific incentives and rebates.		

Other Assumptions:

- The estimated PPA rates (Tables 1 and 2) assume the cost of solar for the seller to not vary significantly between different MD utility service territories. Achievable PPA rates were assumed to have a lower bound set by solar material and labor costs, and an upper bound set by the avoidable rate of the utility (i.e. a PV system in Potomac Edison would not differ substantially in costs compared to the same system in BGE territory).
- Net metering was evaluated for the hourly annual PVWatts outputs compared to the NREL Residential Stock hourly annual consumption, and indicate that a 10-kW DC system would not produce enough power relative to consumption to have a net-metering credit occur for any month during the year. Net metering was thus not included for further system design nor costing.

[15] EnergySage MD Solar Cost: https://www.energysage.com/local-data/solar-panel-cost/md/
[16] IRS ITC: https://www.irs.gov/credits-deductions/residential-clean-energy-credit
[17] EnergySage 2024: https://www.energysage.com/data/

Appendix 3: Escalation for Violations of Consumer Protection Policy

This applies to all participating contractors (third-party entities) in the execution of projects funded through the Maryland Solar Access Program (MSAP) to ensure proper accountability and protection of consumer agreements. It covers the identification, reporting, and escalation of any alleged violations of the FY26 Maryland Solar Access Consumer Protection Policy. MEA reserves the right to remove a Participating Contractor from the Participating Contractor List for not complying with the terms and conditions agreed upon in this document.

Definition of Violations

Violations of the Consumer Protection Policy may include, but are not limited to:

- Misrepresentation of facts, deceptive marketing, or misleading claims about the product or service (Including advertising MSAP grants in project sales before approval).
- Engaging in high-pressure or coercive sales tactics that may manipulate the consumer into a decision without providing full information
- Lack of transparency regarding pricing, additional charges, and all associated costs with the product or service.
- Imposing unfair contract terms or conditions that are not clearly explained or are misleading, leading to a disadvantage for the consumer.
- Engaging in deceptive or inaccurate billing practices that result in unfair charges or overcharging the customer.
- Price gouging or unjustified price hikes occur after an agreement has been made, without proper disclosure or consent from the consumer.
- Failing to comply with legal or regulatory requirements related to installation, safety standards, or environmental protection
- Failure to fulfill the terms of a warranty or guarantee, including refusing repairs, replacements, or other services promised by the company.
- Lack of a clear process or refusal to address customer complaints, disputes, or concerns promptly.
- Mishandling or improperly using consumer data or failing to adhere to privacy laws and regulations.

Violations of Consumer Protection Policy

Violations will be identified through notification from a Maryland resident to the MEA or from an internal review of submitted applications by the MEA. Notifications of violations will not receive a report until MEA has conducted its internal evaluation.

Escalation of Violations

- Once a violation is identified, the violating party will be contacted electronically via solaraccess.mea@maryland.gov, including a summary of the incident and the findings with further instructions.

- Upon a second violation, a meeting will be held with the violating parties and all relevant stakeholders at MEA to discuss the third-party violation and the ability to participate in the MSAP, and a written notice will be issued.
- Upon a third violation, MEA may remove the third party from participating in the MSAP for the remainder of the fiscal year or six calendar months (whichever occurs first).
- If the third party wishes to re-engage with the MSAP, they must resubmit an application to be a participating contractor after the probationary period is completed.