

# Green-e Energy requirements for renewable energy project developers participating in the California Enhanced Community Renewables program

Green-e Energy provides the following guidance and requirements to renewable energy project developers (“developers”) participating in the California Enhanced Community Renewables (“ECR”) program to help them successfully communicate with consumers in a manner compliant with Green-e Energy guidelines. Green-e Energy expects that developers will take the information contained in this document and use it to create communications that accurately describe the new program, their responsibilities to consumers, and offer response mechanisms for consumers seeking additional information. Green-e Energy provides guidance and requirements for California Investor Owned Utilities (IOUs) participating in the ECR program in the *Green-e Energy requirements for utilities to support renewable energy project developer communications about the California Enhanced Community Renewables program* here: <https://www.green-e.org/docs/energy/ECR%20Utility%20Requirements.pdf>.

<b>I. SUMMARY OF RESPONSIBILITIES</b>	<b>2</b>
<b>II. GENERAL MARKETING COMMUNICATIONS GUIDELINES AND REQUIREMENTS</b>	<b>2</b>
<b>III. TIMELINE OF MARKETING APPROVALS</b>	<b>4</b>
<b><i>VISUAL TIMELINE OF MARKETING APPROVALS</i></b>	<b>6</b>
<b>IV. MARKETING REQUIREMENTS</b>	<b>7</b>
<b>V. ONGOING OBLIGATIONS</b>	<b>13</b>
<b>VI. ENFORCEMENT AND CENSURE</b>	<b>14</b>
<b>VII. UPFRONT DISCLOSURE TEMPLATES</b>	<b>15</b>

## I. Summary of responsibilities:

1. Abide by “General Marketing Communications Guidelines and Requirements” (Section II) for all marketing.
2. Create and use marketing materials that meet the “Marketing Requirements” outlined in Section IV. All marketing materials must be pre-approved by the utility before being put into use. For more information on the specific marketing materials that must be approved prior engaging in community interest versus customer enrollment see Section III.
3. Comply with the Ongoing Obligations listed in Section V.
4. The developer must abide by Green-e requirements listed herein. Should the utility terminate the inclusion of a developer’s project within a certified product, the developer must: (1) report to all customers that the project is no longer part of a Green-e Energy certified product and (2) offer all customers of the project the possibility of cancelling the Customer-Developer Agreement (CDA) without penalty. For more information on enforcement and censure see Section VI.

## II. General Marketing Communications Guidelines and Requirements

1. The developer is providing part of a utility’s Green-e Energy Certified product, but the developer and the project are not Green-e Energy certified.
2. The developer is not permitted to use the Green-e Logo, as the developer is not Green-e Energy certified.
3. All required documentation and marketing materials (including disclosure requirements detailed in Section IV) must use a consistent name to describe the product the developer is delivering to customers.
4. The developer must be accurate, clear, and consistent in description of the utility and the utility’s product.
5. The developer may not use the phrase “Green-e Energy certifiable,” “Green-e Energy eligible,” or any similar language in describing the product or in marketing. Green-e Energy certified products must be described as “Green-e Energy certified.” The word “Green-e” is a registered certification mark of the nonprofit Center for Resource Solutions and can only be used in reference to certified products.
6. The developer is required to be in compliance with Sections IV. E (excluding E.2), IV. F (excluding F.1.e and F.1.f ), and IV.I (detailed in pages 1 through 9 of this document) of the [Green-e Energy Code of Conduct](#) (developers should disregard any reference to required use of the Green-e logo).
7. The developer must abide by the following requirements if marketing includes statements about price projections, cost savings, and/or fixed pricing:
  - a. It must be clear that the customer will continue to receive a bill from their utility, that includes both charges and a credit.

- b. Developer must qualify any statements regarding cost savings or fixed pricing. For example:
  - i. Marketing that includes claims of fixed pricing must be accompanied by disclosure that the utility's charges and credits are subject to change.
  - ii. Developer must clearly state if the advertised cost is an estimate, an introductory rate, or has eligibility requirements.
- c. Cost savings calculations and commitments must compare the price the customer would be paying under the utility's default electricity offering to the potential combined price of the bill they would receive from the developer plus the bill (with credit) they would receive from the utility. This means that commitments to percent savings are difficult, if not impossible, to make.
- d. For cost savings and price projections, developer must:
  - i. Provide Green-e Energy ([ecr@green-e.org](mailto:ecr@green-e.org)) with the methodology used. This methodology must meet the following criteria:
    - 1. Use a clearly identified and verifiable method (see the SEIA Solar Business Code<sup>1</sup> for acceptable methods and data sources).
    - 2. Specify the amount of electricity (in kwh) used to calculate the comparison or price projection.
    - 3. Include the full cost of the product – meaning include the full scope of the utility bill (PCIA plus any other charges).
    - 4. If advertising cost savings, developer must show that the majority, if not all, of the customers they are advertising to are expected to receive the cited cost savings.
  - ii. Provide citations for all sources used within materials<sup>2</sup> and specifically state within marketing materials and/or directly to the customer when advertising the product which of the assumptions are subject to change or under what circumstances the savings will not be realized. For example, the developer would need to state that the utility bill credit is subject to review and change by the CPUC.
  - iii. Provide to customers a written summary of the methodology used on materials with cost savings and price projections; or for in-person and over-the-phone enrollments, provide these disclosures verbally.
    - 1. For example: "Savings are calculated by comparing [Utility's] forecasted credits (last updated [DATE], available at: [IOU URL]) with [DEVELOPER's] projected rates. The [IOU] credit will be applied to a customer's standard scheduled rates for electricity services. Any savings are the result of the difference between the credit received from [IOU] and the price paid to [Developer]. Savings are subject to change based on credit adjustments by [IOU] with CPUC approval."
  - iv. Include the following disclaimer on materials with cost savings or price projections: "Green-e does not verify the accuracy of the cost savings

---

<sup>1</sup> <http://www.seia.org/policy/consumer-protection/seia-solar-business-code>

<sup>2</sup> See the SEIA Solar Business Code for acceptable sources. Developers should use the 20 year ECR credit forecasts that each IOU has been required by the CPUC to provide.

statements as they apply to specific customers but instead requires that full information and methodology be disclosed to customers.”

- v. Detailed methodology must be readily available to customers. If it is not included directly on the materials, it must be included on the developer’s website with a link on the relevant materials.
8. The developer must qualify any statements that refer to local (or similar) benefits by specifying the counties within which the project will be built.
9. The developer must work with the utility to ensure that customer’s purchase complies with the Green-e Energy National Standard regarding minimum purchase size (Section III.A.). Developers must ensure that customers are enrolled to receive at least 25% of their electricity usage from the project, or if the product is sold in kWh blocks, that the block purchase size is at a minimum 100 kWh/month. Developers who wish to enroll customers at 25%-49% of their electricity usage must also offer an option for customers to enroll at 100% of electricity usage. To be eligible for Green-e Energy certification, a program cannot offer products that cover less than 25% of the customer’s electricity usage. Developers who choose to sell their product on a capacity basis (in kW of capacity) must ensure that all customers receive a minimum of 100kWh a month averaged over a calendar year, or that the monthly average over the calendar year is equal to a minimum of 25% of the customer’s electricity use.

### III. Timeline of Marketing Approvals & Required Materials

The sections below outline the Marketing Materials that are required to be submitted and approved prior to engaging in each phase of marketing. **Materials will not be accepted for review if they are not complete.** Explanations of all Marketing Materials listed below can be found in Section IV. The materials must be created and put into use in line with the requirements outlined in Section IV. Marketing Phases Two and Three outlined below are required for all developers engaging in the ECR program. All developers must have: a website, upfront disclosures, a welcome packet, and a call script and/or factsheet prepared in line with the requirements of Section IV and approved by the utility prior to enrolling customers in their product. Green-e has established Marketing Phase One for developers who wish to gain customer interest prior to finalizing the details of the product. A visual timeline for marketing material approvals is provided on page 5.

#### 1. Marketing Phase One: Community Interest

Before engaging in an initial ‘community interest’ phase, a developer must submit the following marketing materials to the utility for review and approval. **Developers may not sign a Customer-Developer Agreement (CDA) or other binding commitment with a customer (for example, if the ‘commitment to enroll’ is binding) until they have finalized and received approval from the utility for all marketing materials associated with Marketing Phase Two below.**

- a. **Green-e Developer Cover Sheet.**
- b. **Initial marketing materials.** Any marketing materials or communications that will be used to discuss the project with potential customers must be provided to the utility for review, and must meet the requirements of Section IV(1) below.
- c. **Upfront Disclosures.** Draft versions / templates of Upfront Disclosures (Section IV(3)).

d. Optional materials:

- a. **Call script / Factsheet.** If the developer will be engaging with customers over the phone or has a customer service contact number that customers can call to get more information about the product, the developer must prepare a call script or factsheet in line with Section IV(5b).
- b. **Website.** If the developer is using a website to engage customers, this website must be provided to the utility for review and the website must meet the requirements of Section IV(2) below, excluding IV(2h).

2. **Marketing Phase Two: Customer Enrollment**

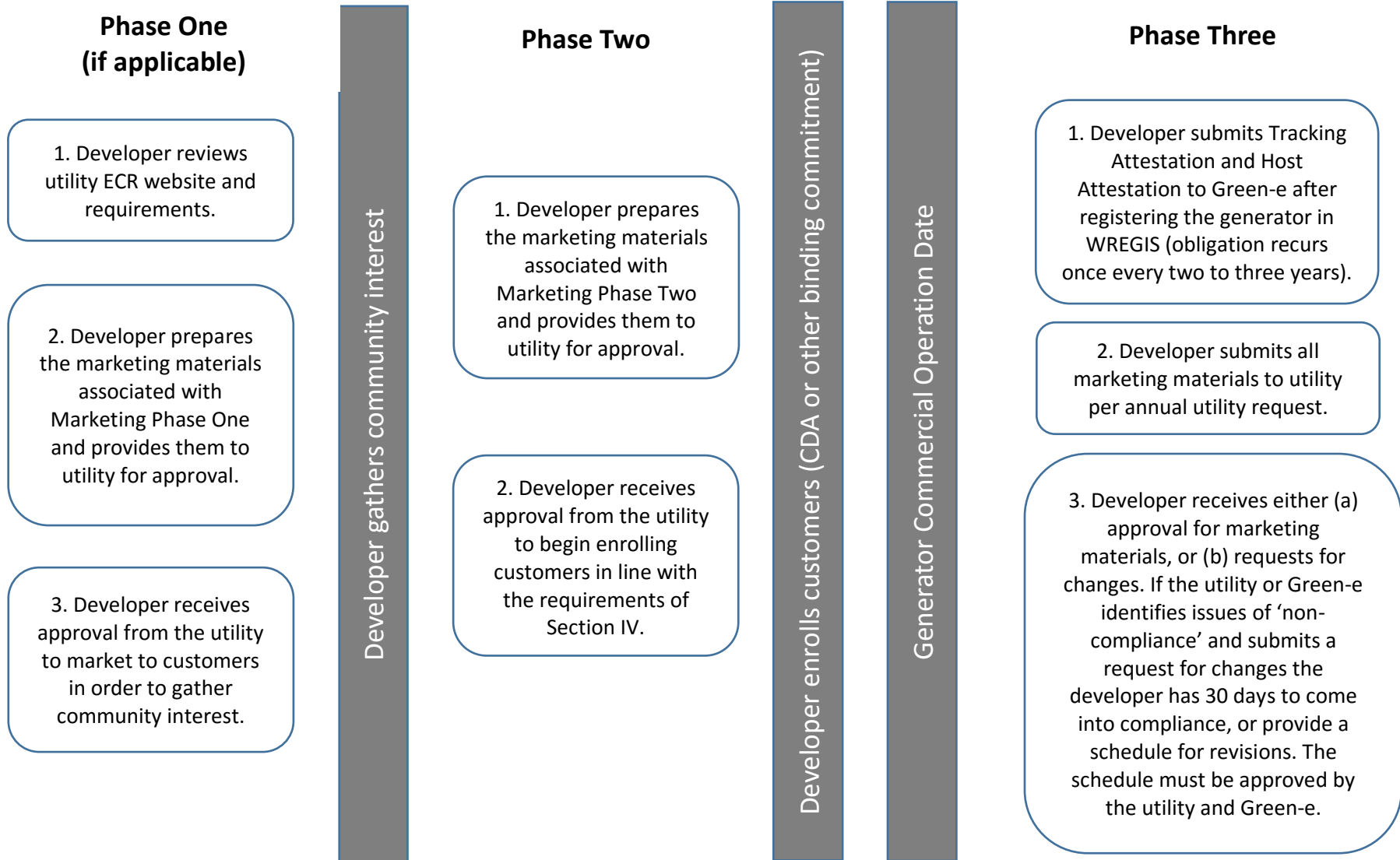
Prior to signing a CDA or other binding commitment with a customer, the developer must submit the below marketing materials to the utility for review and approval.

- a. **Green-e Developer Cover Sheet.**
- b. **Website.** All requirements of Section III(2) must be met.
- c. **Upfront Disclosures.** All requirements of Section IV(3) must be met.
- d. **Welcome Packet.** All requirements of Section IV(4) must be met. Welcome Packet must be delivered within 60 days of signed Customer-Developer Agreement.
- e. **Call Script / Factsheet.** All requirements of Section IV(5) must be met.
- f. **Annual Mailing.** All requirements of Section IV(6) must be met. Annual Mailing must be updated and distributed annually within 60 days of re-enrollment. If project is not yet commercially operational, the Annual Mailing must still be re-distributed annually within 60 days of the anniversary of enrollment. Annual mailing may be in template form for Phase 2 approval.

3. **Phase Three: Annual Marketing Material Submission**

- a. **Green-e Developer Cover Sheet.**
- b. **Annual Mailing.** All requirements of Section IV(6) must be met. Annual Mailing must be updated and distributed annually by April 1<sup>st</sup>. If project is not yet commercially operational, the Annual Mailing must still be re-distributed annually by April 1<sup>st</sup>.
- c. The developer must submit all marketing materials to the utility per utility request on an ongoing basis (details of marketing material submissions may vary by utility - the developer should contact the utility program administrator for more details on marketing material submissions). Upfront Disclosures are included in marketing materials. The developer may submit a redacted version of CDA or its attachments to show fulfillment of 'Upfront Disclosures' (Section IV(3)).
  - i. All marketing materials will be reviewed by the utility, utility's auditor and Green-e staff to ensure compliance with Green-e Energy requirements.
- d. The developer will receive either (a) an approval for marketing materials, or (b) a request for changes. If the utility or Green-e identifies issues of 'non-compliance' and submits a request for changes, the developer has 30 days to come into compliance or provide a schedule for revisions. The schedule must be approved by the utility and/or Green-e.

## Visual Timeline of Marketing Approvals



## IV. Marketing Requirements

The below sections outline the marketing requirements for developers engaged in a utility's Green-e Energy certified ECR offering.

### 1. Initial Marketing Materials

- a. The initial marketing materials must include:
  - i. Description of the relationship between the utility and the developer under the ECR program – including who will bill the customer.
  - ii. Accurate information regarding the project and the benefits conveyed to the customer.

### 2. Developers' Webpage Requirements (At least 1 customer-facing page per project)

Each developer is required to maintain a webpage with disclosures about their renewable energy project(s) that includes a link to the utility's ECR webpage, a link to the Green-e Energy's ECR webpage, and customer service contact information, among other elements. Note: although the developer is not actively involved in the certification process, their page may be the only one a consumer sees before committing to purchase, so a full description of Green-e Energy and Green-e Energy certification is required. The webpage must include the following:

- a. Developer's customer service contact information (phone number and email)
- b. Information about Green-e Energy and California's ECR Program, with a link to the Green-e Energy ECR Program Customer-facing page (<http://www.green-e.org/greentarriff>). Communicate that this product will be Green-e Energy certified if approved. This description of Green-e Energy must be used:
  - i. "[Developer] is working with [Utility Name] to have [Developer's Program/Project Name] included in their [Utility Product Name]. [Utility Product Name] is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Under the California Enhanced Community Renewables program, renewable energy project developers take on the responsibility for marketing electricity product(s) directly to customers, who would normally receive this type of information from their utility. Green-e Energy provides third-party verification that the end customer receives accurate and sufficient disclosures.

Green-e Energy is North America's leading voluntary certification program for renewable energy. Since 1997, Green-e Energy has certified renewable energy that meets environmental and consumer protection standards that it developed in conjunction with leading environmental, energy and policy organizations. Green-e Energy requires that sellers of certified renewable energy disclose clear and useful information to potential customers, allowing consumers to make informed choices."

- c. Description of the Green-e Energy certification process. Page must describe the process of certification, including mention of the following elements of certification:

- i. All marketing materials are pre-screened by the utility. The developer must provide documentation to the utility that certain materials were distributed to prospects and purchasers.
    - ii. Both the utility and the developer abide by applicable sections of the Green-e Code of Conduct (<https://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct.pdf>).
    - iii. An auditor, paid for by the utility, reviews all supply and sales associated with the utility's certified product to ensure that the product complies with the Green-e Energy National Standard (<https://www.green-e.org/docs/energy/Green-eEnergyNationalStandard.pdf>).
    - iv. The utility works with Green-e staff to ensure that required language was sent to customers, providing verification that consumers are fully informed about the nature of the product they are purchasing.
    - v. Green-e reviews the audit as well as the marketing materials provided for accuracy based on the Green-e Energy National Standard requirements, the Green-e Energy Code of Conduct requirements, and Federal Trade Commission (FTC) rules.
  - d. Green-e Energy contact information
    - vi. Contact Green-e Energy for more information: [ecr@green-e.org](mailto:ecr@green-e.org), or call 415-561-2100
  - e. Required information about Green-e for Business and Products with the title "Green-e for Businesses and Products":

"By engaging in this program you may be eligible to enroll in Green-e for Businesses and Products. Green-e for Businesses and Products is committed to helping Green-e Energy customers tell their sustainability stories. For over a decade, Green-e has been working with leading companies and products that use renewable energy and equipping them with recognition, promotional, and communication tools to market their sustainability efforts to customers and stakeholders. Green-e currently certifies companies, facilities, products, electric vehicles, printing and paper supply, and events. For more information on Green-e's business and marketing solutions email [marketplace@green-e.org](mailto:marketplace@green-e.org) or call 415-561-2100."
  - f. Link to the relevant utility's ECR Purchaser webpage
  - g. Information about:
    - vii. How the ECR program works and the utility / developer split of responsibilities (so customer knows who to contact and where the bills will be coming from)
      1. For example: "Under the Enhanced Community Renewables program, the customer will sign up for [define enrollment level options<sup>3</sup>] through [the developer]. In turn, [the utility] will sign a contract with [the developer] to purchase the output from the facility. In exchange the customer will receive a bill from [the developer] for their portion of the facility output, and a bill from

---

<sup>3</sup> For example: kW of capacity, percent of electricity use, percent of facility output, etc.



[the utility] that includes a credit associated with the [renewable resource type] energy they are purchasing from [the developer].”

- h. **If customers can enroll online and/or if product is marketed to residential customers:** All upfront disclosures (see Section IV(3) below) about the project. The upfront disclosures must be available to customers prior to sign up, meaning that if they sign up online, this information must be available online as part of the sign-up process.

### 3. Upfront Disclosures

Required disclosures about the renewable energy project. Upfront disclosures fall into two categories, *Product Content Label* and *Price, Terms, and Conditions*, outlined below. These disclosures must be presented in a clear and coherent way. The following information must be available to customers prior to sign up, meaning that if they sign up online, this information must be available online as part of the sign-up process. Alternatively, if registration happens in-person, over the phone, or through the mail, this information must be conveyed as a required in-person or phone disclosure before finalizing sign-up in-person or over the phone and/or provided in any mailing that includes sign-up information. If enrollments occur in-person, over the phone, or through the mail, the developer may include the upfront disclosures in the CDA or in an attachment, but must submit a redacted copy of the CDA or associated attachment to the IOU in order to meet the requirements of ‘Upfront Disclosures’.

- a. *Product Content Label* – The below requirements must be presented within one document. Templates A and B in Section VII provide optional formats that include the below requirements.
- i. Text describing level of enrollment or enrollment options, and whether the product is sold in kWh, kW or as a percent of electricity use
  - ii. *For products sold on a capacity basis:*
    1. Disclaimer stating that, “Capacity does not guarantee a certain amount of output and individual units’ output may vary” (if selling in kW)
    2. Statement of estimated output in kWh for the customer’s contracted kW (if selling in kW)
    3. Data specifying the average kW of relevant resource type needed to power a home in the region (if selling in kW)
  - iii. Resource Mix
  - iv. Generator location
  - v. For residential customers, the following statement describing the average residential electricity usage: “The average home in the [the United States or your region] uses [XX] kWh per month. [Source: XX].” The developer may opt to list the electricity usage of the average home in the United States, or in the state or service territory where the certified product is offered. If the developer chooses to list the average usage in the United States, the developer must use the most recently available Energy Information

- Administration (EIA) data at the time of publication<sup>4</sup>. The geographic reference, data source, and year must be given.
- vi. Developer’s customer service contact information (phone number and email)
  - vii. Link to the utility’s ECR Program webpage
  - viii. Link to Green-e Energy Customer-facing ECR webpage (<http://www.green-e.org/greentarriff>)
- b. *Price, Terms, and Conditions* – The below requirements must be presented within one document. Template C in Section VII provides an optional format that includes the below requirements.
- i. Developer company name
  - ii. Developer contact information (phone number and email)
  - iii. Price/kW or kWh (with details about whether the price is fixed, variable, or has an escalator)
  - iv. Disclosure that the credit the customer will receive on the bill from their utility is subject to change based on CPUC ruling
  - v. Contract length
  - vi. Cancellation policy, requirements, process, and any applicable fees. The developer must include that if the project’s inclusion in the utility’s Green-e Energy certified product is terminated, then the developer will allow customers to cancel without penalty
  - vii. Bill logistics, including information on who will bill customer and how they will be billed
  - viii. All other terms and conditions related to a customer purchase
  - ix. Disclosure that, per Green-e Energy requirements, the above product information, as well as information regarding bill cycle, the price that will be billed to customer per unit (kWh or kW), and developer customer service contact information will be delivered to purchasers within 60 days of sign-up in the form of a Welcome Packet. Customers will also receive an annual mailing that includes product information and as well as the total kWh delivered in previous year. The following language must be used:
    - 1. *[Developer]* is working with *[Utility Name]* to have *[Developer Project / Program Name]* included in their *[Utility Product Name]*. *[Utility Product Name]* is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Under the California Enhanced Community Renewables program, renewable energy project developers take on the responsibility for marketing electricity product(s) directly to customers, who would normally receive this type of information from their utility. Green-e Energy provides third-party verification that the end customer receives accurate and sufficient disclosures. Green-e Energy also requires

---

<sup>4</sup> Data on national average electricity usage can be found on the EIA website: <http://www.eia.gov/tools/faqs/faq.cfm?id=97&t=3>

that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer's customer service contact information, be provided to purchasers within 60 days of sign-up in the form of a Welcome Packet. Customers will also receive an annual mailing that includes product information.

- x. Disclosure of whether or not the developer currently has a PPA with the utility or is in the process of gathering customer engagement.

#### 4. **Welcome Packet:**

- a. Welcome Packet must:
  - i. Be delivered within 60 days of signed Customer-Developer Agreement or other binding agreement and must be updated and re-distributed any time there is a change to the Price, Terms, and Conditions.
  - ii. Repeat all upfront disclosures (listed in Section IV(2) above).
  - iii. Include Customer's enrollment level – percent-of-use or block size (kW or kWh contracted for, with option to also include % of total generator capacity).
  - iv. Billing cycle
  - v. If project is not yet commercially operational, include projected commercial operation date.
- b. The Welcome Packet may be sent electronically. If the Welcome Packet is sent electronically, the upfront disclosures must be either attached to the email or linked to in the body of the text. The hyperlink to the upfront disclosures must be clearly labeled (for example: "For more information on the product you purchased and the price, terms, and conditions of your purchase, click here.") The below details must be in the body of the email:
  - i. Resource mix and geographic location
  - ii. Customer's enrollment level
  - iii. Price of the product
  - iv. Contract length

#### 5. **Call Center:**

- a. Developers must create a call script or factsheet for all customer service representatives. Customer service representative must comply with the general guidance regarding marketing language in Section IV.E1 of the Code of Conduct (<https://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct.pdf>).
- b. During Marketing Phase 1: Community Interest, the developer must create a call script or fact sheet for all customer service representatives if they provide a phone number to potential customers. All information provided to customers must be clear and accurate, including all information regarding the project itself. The call script or factsheet must include the following information:
  - i. Dynamic of ECR program and relationship between the developer and the utility (who will bill the customer, etc.)

- ii. Relationship between the developer and Green-e (i.e., the utility has a certified product and the developer is working with the utility to sign a PPA to have this project included in the certified product.
  - iii. The customer must be made aware of whether or not the developer has signed a PPA with the utility at the time of sign up, whether or not the project has been built, and when the project is likely to be built)
  - iv. Resources that customers can go to for more information regarding Green-e ([www.green-e.org/greentariff](http://www.green-e.org/greentariff)) and/or the utility's offering
- c. During and after Marketing Phase 2: Customer Enrollment, the developer must follow Green-e Energy phone requirements (Section IV.F8 of the *Green-e Energy Code of Conduct* ), which include maintaining a staffed customer service phone number for questions. We do not require 24-hour availability, but representatives should respond within two business days. The script must include the following:
- i. Dynamic of ECR program and relationship between the developer and the utility (who will bill the customer, etc.)
  - ii. Relationship between the developer and Green-e (i.e., the utility has a certified product and the developer is working with the utility to sign a PPA to have this project included in the certified product
  - iii. The customer must be made aware of whether or not the developer has signed a PPA with the utility at the time of sign up, whether or not the project has been built, and when the project is likely to be built)
  - iv. Resources that customers can go to for more information regarding Green-e ([www.green-e.org/greentariff](http://www.green-e.org/greentariff)) and/or the utility's offering
  - v. Customer service representative must be able to provide all information in the customer disclosure documents to customers and prospective customers calling in with questions. Customer service representatives are *required* to provide the following information to all customers prior to sign up:
    - 1. Utility's name
    - 2. Price & price structure (including that the customer will be billed separately by utility, and whether the price is fixed, variable, or includes an escalator)
    - 3. Project details (resource type & location)
    - 4. Contract Length
    - 5. Cancellation fee & termination details

## 6. Annual Mailing

- a. The developer must send customers an annual mailing. The mailing can be delivered either physically or electronically by April 1<sup>st</sup> of each calendar year. The mailing must include:
  - i. Product Content Label portion of the upfront disclosures (See Section IV(3a) for disclosures and Templates A and B in Section VII for format) - If sent electronically these disclosures can be linked to in the body of the email

- ii. Include Customer's enrollment level – percent-of-use or block size (kW or kWh contracted for, with option to also include % of total generator capacity).
- iii. kWh actually delivered in previous year (unless this information is provided on the customer's bill)
- iv. If project is not yet commercially operational, include projected commercial operation date.

## V. Ongoing Obligations

After signing a CDA or other binding agreement with the customer, the developer must comply with the below requirements on an ongoing basis.

1. **Welcome packet** (Section IV(4)) is updated and distributed to all new customers.
2. **Annual Mailing** (Section IV(6)) is updated and distributed annually within 60 days of re-enrollment. If the project is not yet commercially operational, the Annual Mailing must still be re-distributed annually within 60 days of anniversary of enrollment.
3. **All marketing materials** previously used must be submitted to the utility per utility request on an ongoing basis (details of marketing material submissions to the utility may vary by utility - the developer should contact the utility program administrator for more details on submissions). Upfront Disclosures are included in marketing materials. The developer may submit a redacted version of the CDA or its attachments to show fulfillment of 'Upfront Disclosures' (Section IV(3)).
4. **Attestations**
  - a. *The developer will submit a Green-e Energy Tracking System attestation for each renewable energy facility.* The developer will complete, sign and return the Green-e Energy Tracking Attestation for Electricity and RECs. This is a recurring obligation as attestations expire every two to three years (depending on when it is signed). Information about Green-e Energy attestation forms can be found here: <https://www.green-e.org/programs/energy/documents>. The Green-e Tracking Attestation can be downloaded directly via this link: <http://www.green-e.org/docs/energy/verif/Green-e%20Energy%20Tracking%20Attestation.docx>.
  - b. *The developer will annually procure any host attestations as required by Green-e Energy.*<sup>5</sup> If a generation facility is located on-site with an electricity user (e.g., a rooftop system), the developer agrees to procure signed Green-e Energy Host Attestations from all hosts (the electricity consuming location on which the generation facility will be constructed). Upon facility operation, the developer agrees to notify all tenants of the host building of the amount of renewable energy that the building and tenants are using from the facility. If none of the RECs are delivered to the host, the developer and any subsequent generator agree to annually notify all tenants that no renewable power is used onsite.

---

<sup>5</sup> Please note that the Host Attestation is currently under development by Green-e Energy and will be released by May 2016.

## VI. Enforcement and Censure

1. If a developer is determined to be out of compliance with any of the above rules, the developer will receive a letter outlining the issues of non-compliance and the steps that must be taken to remedy the issues. The developer must execute any Green-e Energy or utility requested changes and customer disclosures (if required) within 30 days. Where this is not possible, the developer must submit a schedule that outlines the steps that will be taken to come into compliance. The schedule must be approved by Green-e and the utility.
2. Should the utility terminate the inclusion of a developer's project within a certified product, the developer must: (1) report to all customers that the project is no longer part of a Green-e Energy certified product and (2) offer all customers of the project the possibility of cancelling the Customer-Developer Agreement (CDA) without penalty.
3. A developer whose participation in a utility's program is terminated due to failure to remedy non-compliance with ECR program requirements cannot re-engage in the program for twelve months without approval from the Green-e Governance Board. After twelve months, the Green-e Governance Board may at its discretion deny engagement in a utility's Green-e Energy certified product.

**For more information,** please contact Green-e Energy at 415-561-2100 or [ecr@green-e.org](mailto:ecr@green-e.org).

## VII. Upfront Disclosure Templates

### Template A. Product Content Label for products sold in kW.

[YEAR] PRODUCT CONTENT LABEL		
<p>[Developer Product Name] is a renewable electricity product. This product is sold in kW.</p> <p>A purchase of ___kW has an estimated output of ___ annually. The average home in your area requires ___kW of [resource type] capacity to power it for one year. Purchase of a certain capacity (kW) does not guarantee a certain amount of output (renewable energy kWh) will be produced. Individual units' output may vary based on weather, efficiency and other factors.</p> <p>[PRODUCT NAME] is sold in blocks of [###] kilowatts</p> <p>In [YEAR], [PRODUCT NAME] [will be] made up of the following renewable resources.</p>		
Green-e Energy Certified Renewable Energy in [PRODUCT NAME]		Generation Location
[Resource Type] e.g. Solar	100%	City, State
TOTAL	100%	
<p>To view, as a comparison, the current average mix of resources supplying [Utility], please visit [Utility] webpage [URL HERE].</p> <p>The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013] (if residential customer)</p> <p>For specific information about this electricity product, please contact us at [Developer Company Name], [phone], [website].</p> <p>For more information about [Utility]'s [Product Name], please visit [Utility ECR webpage] or contact [Utility] at [contact info].</p> <p>Learn more about Green-e Energy's requirements for California utilities under Senate Bill 43 (SB43) at [Green-e ECR webpage]. Learn more about Green-e Energy at <a href="http://www.green-e.org">www.green-e.org</a>.</p>		

**Template B. Product Content Label for products sold in kWh (percent-of-use or block).**

[YEAR] PRODUCT CONTENT LABEL		
<p>[DEVELOPER PRODUCT NAME] is sold in blocks of [###] kilowatt-hours (kWh) or matches X% of your electricity usage.</p> <p>In [YEAR], [PRODUCT NAME] [will be] made up of the following new renewable resources averaged annually.</p>		
Green-e Energy Certified New <sup>2</sup> Renewables in [PRODUCT NAME] [YEAR]		Generation Location
[Resource Type] e.g. Solar	100%	City, State
Total Green-e Energy Certified New Renewables	100%	
<p>To view, as a comparison, the current average mix of resources supplying [Utility], please visit [Utility] webpage [URL HERE].</p> <p>The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013] (if residential customer)</p> <p>For specific information about this electricity product, please contact us at [Developer Company Name], [phone], [website].</p> <p>For more information about [Utility]'s [Utility Product Name], please visit [Utility ECR webpage] or contact [Utility] at [contact info].</p> <p>Learn more about Green-e Energy's requirements for California utilities under Senate Bill 43 (SB43) at [Green-e ECR webpage]. Learn more about Green-e Energy at <a href="http://www.green-e.org">www.green-e.org</a>.</p>		



**Template C. Price, Terms & Conditions template.**

Price, Terms, and Conditions	
Company:	[Developer Company Name]
Enrollment levels:	<p>In upfront disclosures, include the enrollment level options.</p> <p>In Welcome Packets (at sign-up and annually thereafter), include the specific enrollment level of the customer. If a residential customer, include the statement: “The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013]”</p>
Whom should I contact for more information?	Include contact information here including the developer’s Customer Service number, Webpage, E-mail and Billing Address.
How will I be billed?	Explain how customer will be billed and by whom (e.g. You will receive a monthly bill for [Product] from [Company Name]). Explain that the customer will receive a bill from you and continue to receive a bill from their utility.
How will my bill be calculated?	<p>Explain how charges will be calculated. Provide all details on actual pricing structure, even if it’s complex.</p> <p>Taxes: You must also pay all applicable federal, state, and local taxes and charges</p>
How much will enrolling in the program cost?	Provide the customer with information on how much the product will cost per/kW or kWh.
Will my rates change over time?	Explain how rates will change over time, if applicable. Include that the credit on the customer’s utility bill is subject to review and change based on CPUC ruling.
What is the process for terminating the contract and what is the early termination fee?	Explain how the customer can terminate the contract and if there is a fee for doing so.
What length of agreement/contract is required?	e.g. 2 years
What other fees might I be charged?	e.g. Late charge of 3% for bills that are unpaid for more than 24 days
Program Details:	<p>Include details on how the program works, including the customer’s continued relationship with the utility.</p> <p>[Developer] is working with [Utility Name] to have [Developer Project / Program Name] included in their [Utility Product Name]. [Utility Product Name] is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Under the California Enhanced Community Renewables program, renewable energy project developers take on the responsibility for marketing electricity product(s) directly to customers, who would normally receive this type of information from their utility. Green-e Energy provides third-party verification that the end customer receives accurate and sufficient disclosures. Green-e Energy also requires that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer’s customer service contact information, be provided to purchasers within 60 days of sign-up in the form of a Welcome Packet. Customers will also receive an annual mailing that includes product information.</p>
[Provide disclosure on whether the PPA has been signed with the utility, if the project has not been built, and when the project is scheduled to be built (if applicable).]	