

HOME SOLAR ENERGY AMENDMENTS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Colin W. Jack

Senate Sponsor: _____

LONG TITLE

General Description:

This bill modifies provisions related to the Residential Solar Energy Disclosure Act.

Highlighted Provisions:

This bill:

▶ allows a customer to rescind or cancel a solar agreement up to 15 days after receipt of the customer's second monthly electricity bill after installation of the solar

equipment;

▶ requires a solar company to notify a customer of the customer's right to cancel or rescind the contract; and

▶ makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

13-52-202, as enacted by Laws of Utah 2018, Chapter 290

ENACTS:

13-52-207, Utah Code Annotated 1953



28 *Be it enacted by the Legislature of the state of Utah:*

29 Section 1. Section **13-52-202** is amended to read:

30 **13-52-202. Contents of disclosure statement for any solar agreement.**

31 If a solar retailer is proposing to enter any solar agreement with a potential customer,
32 the disclosure statement required in Subsection **13-52-201**(1) shall include:

33 (1) a statement indicating that operations or maintenance services are not included as
34 part of the solar agreement, if those services are not included as part of the solar agreement;

35 (2) if the solar retailer provides any written estimate of the savings the potential
36 customer is projected to realize from the system:

37 (a) (i) the estimated projected savings over the life of the solar agreement; and

38 (ii) at the discretion of the solar retailer, the estimated projected savings over any
39 longer period not to exceed the anticipated useful life of the system;

40 (b) any material assumptions used to calculate estimated projected savings and the
41 source of those assumptions, including:

42 (i) if an annual electricity rate increase is assumed, the rate of the increase and the solar
43 retailer's basis for the assumption of the rate increase;

44 (ii) the potential customer's eligibility for or receipt of tax credits or other
45 governmental or utility incentives;

46 (iii) system production data, including production degradation;

47 (iv) the system's eligibility for interconnection under any net metering or similar
48 program;

49 (v) electrical usage and the system's designed offset of the electrical usage;

50 (vi) historical utility costs paid by the potential customer;

51 (vii) any rate escalation affecting a payment between the potential customer and the
52 solar retailer; and

53 (viii) the costs associated with replacing equipment making up part of the system or, if
54 those costs are not assumed, a statement indicating that those costs are not assumed; and

55 (c) two separate statements in capital letters in close proximity to any written estimate
56 of projected savings, with substantially the following form and content:

57 (i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND
58 ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT

59 NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR FURTHER
60 INFORMATION REGARDING RATES, CONTACT YOUR LOCAL UTILITY OR THE
61 STATE PUBLIC SERVICE COMMISSION."; and

62 (ii) "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY
63 AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY
64 LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS
65 ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION.";

66 (3) a notice with substantially the following form and content: "Legislative or
67 regulatory action may affect or eliminate your ability to sell or get credit for any excess power
68 generated by the system, and may affect the price or value of that power.";

69 (4) a notice describing any right a customer has under Section 13-52-207, and any
70 other applicable law to cancel or rescind a solar agreement;

71 (5) a statement describing the system and indicating the system design assumptions,
72 including the make and model of the solar panels and inverters, system size, positioning of the
73 panels on the customer's property, estimated first-year energy production, and estimated annual
74 energy production degradation, including the overall percentage degradation over the term of
75 the solar agreement or, at the solar retailer's option, over the estimated useful life of the system;

76 (6) a description of any warranty, representation, or guarantee of energy production of
77 the system;

78 (7) the approximate start and completion dates for the installation of the system;

79 (8) a statement indicating whether any warranty or maintenance obligations related to
80 the system may be transferred by the solar retailer to a third party and, if so, a statement with
81 substantially the following form and content: "The maintenance and repair obligations under
82 your contract may be assigned or transferred without your consent to a third party who will be
83 bound to all the terms of the contract. If a transfer occurs, you will be notified of any change to
84 the address, email address, or phone number to use for questions or payments or to request
85 system maintenance or repair.";

86 (9) if the solar retailer will not obtain customer approval to connect the system to the
87 customer's utility, a statement to that effect and a description of what the customer must do to
88 interconnect the system to the utility;

89 (10) a description of any roof penetration warranty or other warranty that the solar

90 retailer provides the customer or a statement, in bold capital letters, that the solar retailer does
91 not provide any warranty;

92 (11) a statement indicating whether the solar retailer will make a fixture filing or other
93 notice in the county real property records covering the system, including a Notice of
94 Independently Owned Solar Energy System, and any fees or other costs associated with the
95 filing that may be charged to the customer;

96 (12) a statement in capital letters with substantially the following form and content:
97 "NO EMPLOYEE OR REPRESENTATIVE OF [name of solar retailer] IS AUTHORIZED TO
98 MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED IN THIS DISCLOSURE
99 STATEMENT CONCERNING COST SAVINGS, TAX BENEFITS, OR GOVERNMENT
100 OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON ANY PROMISE OR
101 ESTIMATE THAT IS NOT INCLUDED IN THIS DISCLOSURE STATEMENT.";

102 (13) a statement in capital letters with substantially the following form and content:
103 "[name of solar retailer] IS NOT AFFILIATED WITH ANY UTILITY COMPANY OR
104 GOVERNMENT AGENCY. NO EMPLOYEE OR REPRESENTATIVE OF [name of solar
105 retailer] IS AUTHORIZED TO CLAIM AFFILIATION WITH A UTILITY COMPANY OR
106 GOVERNMENT AGENCY."; and

107 (14) any additional information, statement, or disclosure the solar retailer considers
108 appropriate, as long as the additional information, statement, or disclosure does not have the
109 purpose or effect of obscuring the disclosures required under this part.

110 Section 2. Section **13-52-207** is enacted to read:

111 **13-52-207. Customer ability to cancel solar agreement.**

112 (1) A customer may cancel a solar agreement without penalty or obligation, for any
113 reason, up to 15 days after the customer receives the second monthly electricity bill following
114 the date the customer's solar energy system installation is complete and the system is
115 operational.

116 (2) If a customer cancels a solar agreement, the solar retailer shall:

117 (a) within 10 days:

118 (i) return any check signed by the customer as payment under the terms of the solar
119 agreement;

120 (ii) refund any money provided by the customer under the terms of the solar agreement;

121 and

122 (iii) notify the customer of any product or equipment installed under the solar
123 agreement that needs to be removed from the customer's residence; and

124 (b) within 20 days after the day on which the customer provides notice of cancellation,
125 remove all products and equipment installed under the solar agreement from the customer's
126 residence or designate any such product or equipment remaining at the customer's residence as
127 abandoned.

128 Section 3. **Effective date.**

129 This bill takes effect on May 1, 2024.