

Representative Colin W. Jack proposes the following substitute bill:

HOME SOLAR ENERGY AMENDMENTS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Colin W. Jack

Senate Sponsor: Scott D. Sandall

LONG TITLE

General Description:

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

Highlighted Provisions:

This bill:

▶ requires a solar retailer to provide a disclosure statement to a potential customer at least 10 days before entering into a solar agreement;

▶ requires a solar retailer to provide a copy of the signed agreement in paper form to the customer;

▶ prohibits beginning installation until 15 days after providing the signed copy of the solar agreement to the customer;

▶ provides the customer with a 15 day cancellation period after receiving the agreement;

▶ adds enforcement authority for the Division of Consumer Protection, including court action; and

▶ makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:



26 None

27 **Utah Code Sections Affected:**

28 AMENDS:

29 **13-52-201**, as enacted by Laws of Utah 2018, Chapter 290

30 **13-52-202**, as enacted by Laws of Utah 2018, Chapter 290

31 **13-52-301**, as enacted by Laws of Utah 2018, Chapter 290

32 ENACTS:

33 **13-52-207**, Utah Code Annotated 1953



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

36 Section 1. Section **13-52-201** is amended to read:

37 **13-52-201. Disclosure statement required.**

38 (1) ~~[(a) Before]~~ At least 10 days before entering a solar agreement, a solar retailer shall
39 provide to a potential customer a separate, written disclosure statement as provided in this
40 section and, as applicable, Sections **13-52-202**, **13-52-203**, **13-52-204**, and **13-52-205**.

41 ~~[(b) (i) The requirement under Subsection (1)(a) may be satisfied by the electronic
42 delivery of a disclosure statement to the potential customer.]~~

43 ~~[(ii) An electronic document under Subsection (1)(a) satisfies the font-size standard
44 under Subsection (2)(a) if the required disclosures are displayed in a clear and conspicuous
45 manner.]~~

46 (2) A disclosure statement under Subsection (1) shall:

47 (a) be in paper form;

48 (b) be in at least 12-point font;

49 ~~[(b)]~~ (c) contain:

50 (i) the name, address, telephone number, and any email address of the potential
51 customer;

52 (ii) the name, address, telephone number, and email address of the solar retailer; and

53 (iii) (A) the name, address, telephone number, email address, and state contractor
54 license number of the person who is expected to install the system that is the subject of the
55 solar agreement; and

56 (B) if the solar retailer selected the person who is expected to provide operations or

57 maintenance support to the potential customer or introduced that person to the potential
58 customer, the name, address, telephone number, email address, and state contractor license of
59 the operations or maintenance support person; and

60 ~~(c)~~ (d) include applicable information and disclosures as provided in Sections
61 13-52-202, 13-52-203, 13-52-204, and 13-52-205.

62 Section 2. Section 13-52-202 is amended to read:

63 **13-52-202. Contents of disclosure statement for any solar agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

90 (i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND
91 ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT
92 NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR FURTHER
93 INFORMATION REGARDING RATES, CONTACT YOUR LOCAL UTILITY OR THE
94 STATE PUBLIC SERVICE COMMISSION."; and

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

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

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

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

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

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

112 (8) a statement that the solar retailer may not begin installation of the system until at
113 least 15 days after the day on which the solar retailer and customer enter into a contract;

114 [~~8~~] (9) a statement indicating whether any warranty or maintenance obligations
115 related to the system may be transferred by the solar retailer to a third party and, if so, a
116 statement with substantially the following form and content: "The maintenance and repair
117 obligations under your contract may be assigned or transferred without your consent to a third
118 party who will be bound to all the terms of the contract. If a transfer occurs, you will be

119 notified of any change to the address, email address, or phone number to use for questions or
120 payments or to request system maintenance or repair.";

121 ~~[(9)]~~ (10) if the solar retailer will not obtain customer approval to connect the system to
122 the customer's utility, a statement to that effect and a description of what the customer must do
123 to interconnect the system to the utility;

124 ~~[(10)]~~ (11) a description of any roof penetration warranty or other warranty that the
125 solar retailer provides the customer or a statement, in bold capital letters, that the solar retailer
126 does not provide any warranty;

127 ~~[(11)]~~ (12) a statement indicating whether the solar retailer will make a fixture filing or
128 other notice in the county real property records covering the system, including a Notice of
129 Independently Owned Solar Energy System, and any fees or other costs associated with the
130 filing that may be charged to the customer;

131 ~~[(12)]~~ (13) a statement in capital letters with substantially the following form and
132 content: "NO EMPLOYEE OR REPRESENTATIVE OF [name of solar retailer] IS
133 AUTHORIZED TO MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED IN
134 THIS DISCLOSURE STATEMENT CONCERNING COST SAVINGS, TAX BENEFITS,
135 OR GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON ANY
136 PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS DISCLOSURE
137 STATEMENT.";

138 ~~[(13)]~~ (14) a statement in capital letters with substantially the following form and
139 content: "[name of solar retailer] IS NOT AFFILIATED WITH ANY UTILITY COMPANY
140 OR GOVERNMENT AGENCY. NO EMPLOYEE OR REPRESENTATIVE OF [name of
141 solar retailer] IS AUTHORIZED TO CLAIM AFFILIATION WITH A UTILITY COMPANY
142 OR GOVERNMENT AGENCY."; and

143 ~~[(14)]~~ (15) any additional information, statement, or disclosure the solar retailer
144 considers appropriate, as long as the additional information, statement, or disclosure does not
145 have the purpose or effect of obscuring the disclosures required under this part.

146 Section 3. Section **13-52-207** is enacted to read:

147 **13-52-207. Customer ability to cancel solar agreement.**

148 (1) A solar retailer shall provide to the customer a copy of the signed solar agreement,
149 including any disclosures required under this chapter:

150 (a) in paper form; and
151 (b) if the solar retailer marketed services for residential solar energy systems to the
152 customer in a language other than English, in that language.

153 (2) A solar agreement is not enforceable against the customer unless the requirements
154 in Subsection (1) are met.

155 (3) A solar retailer may not begin installation of any solar equipment until 15 days after
156 the day on which the solar retailer provides the customer the solar agreement described in
157 Subsection (1).

158 (4) A customer may, without penalty or obligation, cancel a solar agreement for any
159 reason, within 15 days after the day on which the customer receives the solar agreement
160 described in Subsection (1).

161 (5) If a customer cancels a solar agreement under Subsection (4), the solar retailer shall
162 within 10 days:

163 (a) return any check signed by the customer as payment under the terms of the solar
164 agreement; and

165 (b) refund any money provided by the customer under the terms of the solar agreement.

166 (6) A solar agreement described in Subsection (1) shall clearly:

167 (a) state the customer's right to cancel the solar agreement under this section; and

168 (b) provide an email address and a mailing address where the customer can send the
169 solar retailer a notice of cancellation of the solar agreement.

170 Section 4. Section **13-52-301** is amended to read:

171 **13-52-301. Division enforcement authority -- Administrative fine.**

172 (1) Subject to Subsection (2), the division may enforce the provisions of this chapter
173 by:

174 (a) conducting an investigation into an alleged violation of this chapter;

175 (b) issuing a cease and desist order against a further violation of this chapter; ~~[and]~~

176 (c) imposing an administrative fine of up to \$2,500 for each violation of this chapter;

177 and

178 (d) the division may bring an action in a court of competent jurisdiction to enforce a
179 provision of this chapter.

180 ~~[(c) imposing an administrative fine of no more than \$2,500 per solar agreement on a~~

181 solar retailer that:]

182 [~~(i) materially fails to comply with the disclosure requirements of this chapter; or]~~

183 [~~(ii) violates any other provision of this chapter, if the division finds that the violation~~
184 ~~is a willful or intentional attempt to mislead or deceive a customer.]~~

185 (2) [~~The division may not commence any enforcement action under this section more~~
186 ~~than four years after the date of execution of the solar agreement with respect to which a~~
187 ~~violation is alleged to have occurred.] In a court action by the division to enforce a provision of
188 this chapter, the court may:~~

189 (a) declare that an act or practice violates a provision of this chapter;

190 (b) issue an injunction for a violation of this chapter;

191 (c) order disgorgement of any money received in violation of this chapter;

192 (d) order payment of disgorged money to an injured purchaser or consumer;

193 (e) impose a fine of up to \$2,500 for each violation of this chapter; or

194 (f) award any other relief that the court deems reasonable and necessary.

195 (3) The division shall, in its discretion:

196 (a) deposit an administrative fine collected under Subsection (1)(c) in the Consumer
197 Protection Education and Training Fund created in Section 13-2-8; or

198 (b) distribute an administrative fine collected under Subsection (1)(c) to a customer
199 adversely affected by the solar retailer's failure or violation resulting in a fine under Subsection
200 (1)(c), if the division has conducted an administrative proceeding resulting in a determination
201 of the appropriateness and amount of any distribution to a customer.

202 (4) Nothing in this chapter may be construed to affect:

203 (a) a remedy a customer has independent of this chapter; or

204 (b) the division's ability or authority to enforce any other law or regulation.

205 Section 5. **Effective date.**

206 This bill takes effect on May 1, 2024.