

AUGUST 2018

# State Solar Contract Disclosure Requirements

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SUSTAINABLE SOLAR EDUCATION PROJECT



**SOLAR ENERGY  
TECHNOLOGIES OFFICE**  
U.S. Department Of Energy





## ABOUT THIS REPORT AND THE SUSTAINABLE SOLAR EDUCATION PROJECT

This report was produced by the Clean Energy States Alliance (CESA) as part of its Sustainable Solar Education Project. CESA's Sustainable Solar Education Project aims to provide information and educational resources to help states and municipalities ensure that distributed solar electricity remains consumer friendly and its benefits are accessible to low- and moderate-income households. This report provides information about state solar contract disclosure requirements as of July 2018. Amendments to existing state solar contract disclosure requirements and new state solar contract disclosure requirements after July 2018 are not reflected in this report. This report should not be construed as legal advice. More information about the project can be found at [www.cesa.org/projects/sustainable-solar](http://www.cesa.org/projects/sustainable-solar). (Corrections to this report regarding Minnesota were added in October 2018.)



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## ACKNOWLEDGMENTS

This work is based upon work supported by the U.S. Department of Energy Solar Energy Technologies Office, under Award Number No. DE-EE0007321. The authors would like to thank all the participants in CESA's May 2018 Solar Consumer Protection Workshop who provided valuable feedback on the report and on the topic of solar consumer protection more generally. CESA would also like to thank Kerry Fleisher (California Public Utilities Commission), Max Joel (NYSERDA), Chad Laurent (Meister Consultants Group, A Cadmus Company), and Amir Yazdi (Solar Energy Industries Association) for their input. The following CESA staff also provided valuable review of the guide: Maria Blais Costello, Diana Chace, Warren Leon, and Meghan Monahan.

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## SECTION 1

# Introduction

**A**t the end of 2017, over 1.6 million solar photovoltaic (PV) systems had been installed in the United States. Over 38 times the total residential PV capacity was installed in the U.S. in 2017 (2,227 MW) as was installed in 2007 (58 MW). A rapidly growing residential solar market has attracted new industry players and created new challenges for solar consumers. With so many households adopting solar and more PV systems installed, there is potential for solar consumer protection issues to emerge. Relatively few people who have invested in solar have been unhappy with their purchases, but even a small number of bad experiences deserves attention.

States have grappled with how to address solar consumer protection issues, such as high-pressure sales tactics and misleading projections of consumers' cost savings. Although various federal laws provide some protection for all types of consumers, including solar consumers, states have often been on the frontlines of solar consumer protection. They have provided trustworthy information to residents, offered avenues of recourse for aggrieved customers, and implemented rules to shield customers from predatory practice.

One mechanism states have employed to address solar consumer protection is to require certain solar contract disclosures—provisions, statements, or information that must be included in all executed solar contracts. Because solar installation is usually a transactive process between a solar company and a customer, the point of sale (or lease or power purchase agreement) offers a place for states to exercise leverage, ensuring customers have access to key information and guarding against misleading or inaccurate sales representations. In some cases, state solar contract disclosure requirements do more than promote transparency for the solar industry; they actually impose substantive standards for solar companies to comply with and attest to in their customer contracts. Although solar contract disclosure requirements do not safeguard against all potential solar consumer protection problems, they do offer one line of defense against solar scams and bad actors.

State-level mandatory solar contract disclosure policies have been adopted in Arizona, California, Florida, Hawaii, Illinois, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, North Carolina, Oregon, Utah, and Washington. The disclosure requirements these states

## BOX 1

## Other Frameworks for Advancing Solar Contract Transparency

In addition to state solar disclosure laws, there are other frameworks for advancing fairness and transparency in solar contracts. For example, the Solar Access to Public Capital (SAPC) working group, convened by the National Renewable Energy Laboratory, developed standardized residential solar lease and power purchase agreement templates that have been endorsed by the Solar Energy Industries Association (SEIA), the national solar industry trade organization. Various federal statutes have provisions that apply to some solar contracts, from the Consumer Leasing Act to the Unfair Deceptive Practices Act (UDAAP). Under the Federal Trade Commission Act, the Federal Trade Commission (FTC) has authority to regulate unfair and deceptive trade practices. Solar marketing falls within the FTC's regulatory ambit and the FTC has pursued enforcement action in this area. Even absent state solar-specific contract disclosure mandates, all 50 states have their own consumer protection laws prohibiting deceptive trade practices and all have adopted some variation of the Uniform Commercial Code, which broadly governs commercial transactions.

have imposed vary. In some cases, the requirements cover only community solar contracts; in some cases, they cover only third party-owned systems (leases and power purchase agreement contracts); and in some cases, they cover all solar contracts, including contracts for systems owned by a homeowner. Different states' solar contract requirements cover different issues, from warranties to dispute resolution to production guarantees. What states require related to these topics varies too.

Even the process by which states have taken action on solar contract disclosure has differed. In some cases, requirements have emanated from state legislative mandates. In other cases, they been adopted through administrative rulemaking. And, in one case—Missouri—a disclosure requirement was adopted through a Public Service Commission utility rate case. This report examines existing state solar contract disclosure policies and explores some of the areas of commonality and divergence among these state policies.

Solar contract disclosures requirements may be standalone measures, or they may be included as part of larger packages containing other related provisions. Where related solar consumer protection mandates are included as part of a state's solar contract disclosure action, this report discusses those related requirements, even though strictly construed they may not be considered contract disclosure policies. This report paints solar contract disclosure policies with a broad brush.

Some states have solar consumer protections that are embedded in their solar incentive or procurement

programs. For example, Massachusetts has developed customers disclosure forms for solar transactions under its Solar Massachusetts Renewable Target (SMART) program (see Appendix A). These protections are not captured in this report because participation in these programs is not mandatory. Only state solar contract disclosure *requirements* are reflected in this report.

## SECTION 2

# The Evolution of Solar Contract Disclosure Requirements

In the last five years, state policy makers and regulators have given solar consumer protection more attention. Adoption of state solar contract disclosure requirements began in 2013 when the Minnesota Legislature ordered the establishment of a community solar gardens program and directed the Minnesota Public Utility Commission “to identify the information that must be provided to potential subscribers to ensure fair disclosure of future costs and benefits of subscriptions.”<sup>1</sup> Since then, the adoption of state solar contract disclosure requirements has gained steam. By April 2018, over a dozen other states had addressed solar contract disclosure in some fashion.

In September 2014, the Minnesota Public Utility Commission issued an order requiring the standard contract between the state’s largest electric utility and community solar garden operators to include a paragraph on fair disclosure. The required paragraph states, “Prior to the time when any person or entity becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription.”<sup>2</sup> Minnesota’s Clean Energy Resources Teams, a nonprofit partnership organization, has developed a Community Solar Garden Subscriber Disclosure Checklist for customers, but use of the checklist is voluntary.<sup>3</sup>

Arizona was the next state to take action on solar contract disclosures. Arizona’s SB 1465<sup>4</sup> took effect in early 2015 and applies to agreements governing the sale, lease, and financing of distributed energy systems. It sets forth requirements such as signatures on the agreement, type size, rescission provision, system description, disclosures, lease and financing terms, total costs related to the system, and a framework for crafting future utility charge estimates (if the solar provider chooses to make such estimates). SB 1417, which was signed into law in March 2016, amended SB 1465. Among other things, SB 1417 changed the cooling off period from five days to three days and allows a solar retailer to provide a guarantee concerning energy production output over the life of an agreement instead of a description of the make and model of the system’s major components.

In 2016, Missouri introduced a single disclosure provision about potential rate changes affecting solar customer compensation.<sup>5</sup> All Missouri electric investor-owned utilities are required to have their residential solar program rebate consumers and contractors sign a

disclaimer stipulating that the customer's solar system "is subject to the current rates, rules and regulations" and that the Missouri Public Service Commission "may alter its rules and regulations and/or change rates in the future."

Hawaii enacted Act 100<sup>6</sup> in June 2015. The act authorized the development of a Community Based Renewable Energy (CBRE) program to expand participation in clean energy projects for Hawaiians. In December 2017, the Hawaii Public Utilities Commission approved a framework for the CBRE program, which requires the development of a standardized disclosure checklist "to ensure appropriate consumer protection."<sup>7</sup> The checklist, which has not yet been published, must provide certain disclaimers as well as subscription cost and benefit information, including savings or cost projections and a description of the methodology used to develop them, all nonrecurring and recurring charges and any associated escalation rates, and the terms and conditions of service and early termination.

In July 2015, Maryland's legislature passed HB 1087,<sup>8</sup> establishing a pilot program for community solar energy generating systems. In July 2016, pursuant to its delegated authority under this law, Maryland's Public Service Commission adopted consumer protection regulations, which require, among other things, the disclosure of "all material terms and conditions" in contracts between subscriber organizations and subscribers.<sup>9</sup> In addition, the regulations require subscriber organizations to present customers with a Contract Summary Disclosure Form. (See Appendix A.)<sup>10</sup>

New Mexico's HB 199,<sup>11</sup> which passed in 2017, includes many of the same requirements as Arizona's laws. Under the law, the New Mexico Attorney General's Office was required to publish a disclosure form<sup>12</sup> for solar agreements with purchasers or lessees. In January 2018, the Attorney General released the state's Distribution Generation Disclosure Statement form. A New Mexico solar retail company may use this document or its own, provided it is substantially the same as the attorney general's.

Nevada AB 405<sup>13</sup> was signed into law in June 2017. AB 405 applies to leases, power purchase agreements, and system purchase agreements. Under this law, customers for third-party-owned systems must be provided with a contract, cover page, and disclosure form. The law also establishes minimum requirements for an express written warranty.

In June 2017, Oregon's Public Utilities Commission issued Order No. 17-232, establishing rules governing the implementation of a community solar program. These rules outline Oregon's Community Solar Program authorized by Section 22 of SB 1547, passed by the 2016 Oregon legislature. As part of Oregon's community solar protection measures, a project manager must provide each community solar participant with a Commission-approved checklist that discloses the charges, terms and conditions of service, the process for dispute resolution, and other items set forth in a "Program Implementation Manual," which has not yet been published.





Maria Blais Costello/CESA

Florida passed legislation in June 2017 requiring consumer disclosures for purchased or leased distributed energy systems. Florida's SB 90<sup>14</sup> requirements are similar to New Mexico's HB 199 with a few notable additions, such as a description of any roof warranties and a provision regarding the completion dates for the installation. Both states have developed standard disclosure forms to guide companies offering solar systems.<sup>15</sup> For both Florida and New Mexico, solar retail companies may use their own form if it is substantially the same as the states' published disclosure form.

North Carolina's HB 589,<sup>16</sup> which passed in July 2017, addresses the leasing of solar energy installations to a retail consumer. North Carolina is the only state that has passed solar disclosure legislation focused solely on solar lease agreements. Among other things, North Carolina's solar disclosure law sets forth guidance related to estimating future charges based on projected utility rates.

Adopted in July 2017, Washington's SB 5939<sup>17</sup> requires community solar project administrators in Washington state to provide project participants with a disclosure form containing all material terms and conditions of participation in the project.

California began addressing solar consumer protection as early as 2006, when it required consumers and solar companies that wanted to access rebates through the California Solar Initiative to only use equipment from an approved state equipment list. More recently, in October 2017, Governor Jerry Brown signed California AB 1070,<sup>18</sup> which requires the development of a consumer disclosure document by July 2018 for solar energy systems that are sold, financed, or leased. It tasks the California Public Utilities Commission and

Contractors State License Board with developing standardized “assumptions and inputs” for use in the calculation of savings that a consumer may realize from a solar energy system.<sup>19</sup> California recently released a draft Solar Energy System Disclosure document for residential solar contracts for public comment, but a final version of the disclosure document has not yet been issued.

The Illinois Power Agency’s Long Term Renewable Resources Procurement Plan,<sup>20</sup> which was submitted to the Illinois Commerce Commission in October 2017, outlines consumer protection elements for solar disclosure forms in Illinois, which are to be developed by the Agency. At minimum, the forms will include standard information about system equipment and components, warranty, installer, and financing structures. For community solar subscribers, the form will include similar provisions as well as requirements included in the Long Term Renewable Resources Procurement Plan. The Commission approved the Long Term Renewable Resources Procurement Plan on April 3, 2018.

In 2017, New York Public Service Commission’s Order<sup>21</sup> established business practices for suppliers of distributed energy resources (DERs), outlining general provisions for distributed energy suppliers. The order states that industry “oversight is needed to prevent false promises, exploitative pricing, and other deceptive or intentionally confusing behavior in marketing to residential customers and small businesses.”<sup>22</sup> The order requires that a standardized customer disclosure statement be provided to residential DER customers as part of their sales agreements.<sup>23</sup> The order’s uniform business practices extend beyond contract disclosure and include requirements related to advertising and marketing standards, treatment of customer data, responsibility for third-party agents, customer complaints, and consequences for violations.<sup>24</sup>

In March 2018, Utah Governor Gary Herbert signed into law SB 157,<sup>25</sup> which requires solar retailers to provide all prospective residential solar customers in Utah with written disclosure of key terms presented in a standard format. For example, if a Utah solar retailer provides a written estimate of potential savings from the system, the contract must disclose the projected savings over the life of the solar agreement, the assumptions used to calculate the projected savings, and the source of those assumptions. All solar contracts must include a description of the system and its design assumptions; a description of any warranty, representation, or guarantee of energy production of the system; and the approximate start and end dates for system installation. Additional disclosures required under the law depend on whether the contract is structured as a lease, power purchase agreement, or system purchase agreement.

The scope of protection provided in different states’ solar contract disclosure policies varies and is shown in Table 1.



TABLE 1: **State Statutes that Apply to Community Solar**

| State<br>(listed alphabetically) | Solar Disclosure<br>Requirement Action         | Date Adopted<br>or Enacted | Scope  |
|----------------------------------|--|----------------------------|--|
| <b>Arizona</b>                   | SB 1417  | March 21, 2016             | Applies to the financing, sale, or lease of a distributed generation energy system to any person or political subdivision of Arizona.  |
| <b>California</b>                | AB 1070  | October 11, 2017           | Applies to the sale, financing, or lease of a solar energy system to a consumer.   |
| <b>Florida</b>                   | SB 90  | July 1, 2017               | Applies to companies that sell or lease to residential customers. All system sizes are subject to the law.   |
| <b>Hawaii</b>                    | Order No. 35137                                | December 22, 2017          | Applies to Hawaiian Electric Companies and Kauai Island Utility Cooperative, requiring them to file a proposed Community-Based Renewable Energy tariff for commission review.  |
| <b>Illinois</b>                  | Commerce Commission Docket 17-0838             | April 3, 2018              | Applies to all approved vendors participating in the Adjustable Block Program. The Adjustable Block Program is open to only two project types: distributed solar and community solar. An approved vendor is the entity that receives payments from the utility for REC deliveries as contract obligations are met.   |
| <b>Maryland</b>                  | HB 1087  | July 1, 2015               | Establishes a framework for a pilot program designed to make solar energy available to electric customers through subscriptions to community solar energy generating systems.  |
| <b>Minnesota</b>                 | PUC docket E-002/M-13-867                      | September 17, 2014         | Requires the standard contract between Xcel, the state's largest electric utility, and community solar operators to include a paragraph on fair disclosure.  |
| <b>Missouri</b>                  | PSC docket ER-2016-0156 (rate case disclaimer) | November 8, 2016           | Introduced through a rate case proceeding by the Missouri Office of the Public Counsel the disclosure provision is specific to potential rate changes affecting solar customer compensation. All electric investor-owned utilities are required to have rooftop solar customers and contractors sign this disclaimer.  |
| <b>Nevada</b>                    | AB 405   | June 15, 2017              | Applies to companies selling or offering third-party-owned systems (PPA or lease). All sizes of systems are subject to the law.  |
| <b>New Mexico</b>                | HB 199   | February 13, 2017          | Applies to companies selling or leasing systems. All sizes of systems are subject to the law.  |
| <b>New York</b>                  | PSC Order Case 15-M-0180                       | December 1, 2017           | Established oversight framework and uniform business practices for distributed energy resources (DERs). The provisions of these sections apply to all DER suppliers that participate in a Commission-authorized and/or utility or Distributed System Platform-operated program or market with respect to transactions between the DER supplier and the customer of a distribution utility in New York state, excluding the Long Island Power Authority and its utility contractor. |
| <b>North Carolina</b>            | AB 1070  | October 11, 2017           | Applies to leasing agreements offered by electric generator lessors to retail electric customers.  |
| <b>Oregon</b>                    | AR 603   | June 29, 2017              | Establishes rules governing implementation of a community solar program.   |
| <b>Utah</b>                      | SB 157   | March 19, 2018             | Requires a disclosure statement for all residential solar contracts. Additional disclosures are required depending on whether the transaction is a purchase, lease, or power purchase agreement.   |
| <b>Washington</b>                | SB 5939  | July 7, 2017               | Requires community solar project administrators to provide project participants with a disclosure form containing all material terms and conditions of participation in the project.   |

Some proposed state solar contract disclosure requirements have not been adopted. For example, the Texas Public Utility Commission considered regulating rooftop solar companies in late 2016, but it chose not to regulate them after opening a docket and receiving comments. Various state legislative proposals related to solar contract disclosure have been introduced into state legislatures but have not passed.<sup>26</sup>

## SECTION 3

## Onsite Solar Systems— Key Disclosure Elements

Some states' disclosure requirements share common elements, such as requiring the contact information of the buyer/lessee and the system provider, a system description, and a specified type-size for fonts. The disclosure requirements of Arizona, Florida, New Mexico, and Utah, in particular, have many overlapping requirements, although all of the states' contract disclosure policies vary to some degree.

Some states have developed standardized state solar contract disclosure forms or checklists for solar retailers to use. California, Florida, Illinois, Nevada, New Mexico, and New York all have ordered the development of standardized disclosure forms or checklists for onsite solar contracts; however, as of the publication of this report, only Florida, Nevada, New Mexico, and New York have released disclosure forms or checklists for onsite solar contracts. (Community solar contract disclosure forms are discussed separately in Section 4 of this report.) Florida and Nevada's forms vary depending on whether the transaction is structured as a system purchase or lease arrangement. State solar contract disclosure forms and checklists are provided in Appendix A of this report.



The tables below show provisions contained in some states’ solar contract disclosure policies. Each table covers a typical solar contract disclosure policy provision and details the specific state requirement(s) concerning it. The tables in this section of the report do not cover contract disclosure requirements specifically for community solar.

It’s important to note that some of the state solar contract disclosure policies are more limited in scope than others. For example, North Carolina’s solar contract disclosure policy only covers lease agreements. Since Missouri has a single contract disclaimer requirement that was implemented through a regulatory proceeding and only applies to investor-owned electric utility customers, it is not included in the tables below. The Missouri solar contract disclaimer requirement is discussed in the text of the subsection on “Future Utility Rates,” however.

The first column in the tables below show the nine states that have adopted solar contract disclosures for onsite solar energy systems: Arizona, California, Florida, Illinois, Nevada, New Mexico, New York, North Carolina, and Utah. If a state does not have a certain type of provision, it is not included in the table on that topic. In some cases, states have different solar contract disclosure requirements depending on the type of solar system ownership arrangement (i.e., whether the system is being purchased directly by the homeowner or whether it is third-party owned system being financed through a lease or power purchase agreement). Where a state policy covers multiple solar system ownership models but has different requirements embedded in its policy for different types of solar ownership arrangements (lease, power purchase agreement, or system purchase agreement), that is indicated in the table.

**COOLING OFF PERIOD**

A cooling off period is a time interval during which a customer can cancel or rescind a contract without penalty. Many state solar contract disclosure laws contain provisions requiring notification to solar consumers of their right to rescind an agreement for a period of not less than three business days. Arizona, New Mexico, Florida, Nevada, North Carolina, California, and New York all include such three-day cooling off provisions in their solar contract disclosure policies. Utah’s solar contract disclosure requires “notice describing any right a customer has under applicable law to cancel or rescind a solar agreement.” Under Utah law, consumers have a three-day right of rescission for all direct-solicitation sales agreements. Thus, Utah’s solar sales agreements will generally be subject to a three-day right of rescission even though that requirement is not explicitly stated in the state’s solar contract disclosure provision. State cooling off provisions for solar contracts are detailed in Table 2.

**BOX 2**  
**Solar Energy Industries Association (SEIA) Efforts Related to Solar Contract Disclosure**

In the wake of the passage of Utah’s solar consumer protection measures, SEIA issued a press release stating, “Utah is the fourth state to enact legislation based on SEIA’s consumer protection work, following Florida, Nevada and New Mexico.”<sup>27</sup> SEIA has developed various solar consumer protection resources including a SEIA Solar Business Code and voluntary residential solar contract disclosure forms (for solar purchases, leases, and power purchase agreement transactions).<sup>28</sup>



TABLE 2: **Cooling Off Period in Solar Contract Disclosure Policies**

| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Arizona</b>        | "Include a provision, which must be separately acknowledged by the buyer or lessee, granting the buyer or lessee the right to rescind the financing, sale or lease agreement for a period of not less than three business days after the agreement is signed by the buyer or lessee and before the distributed energy generation system is installed." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(3) (2016).                      |
| <b>California</b>     | "Terms and conditions for early termination, including:<br>(i) Any penalties that the Project Developer may charge to the subscriber; and<br>(ii) The process for unsubscribing and any associated costs."<br>"The consumer's right to a cooling off period of three days pursuant to Section 7159 of the Business and Professions Code." AB. 1070. Chapter 9 CA Bus & Prof Code §7169(b)(3) (2017).   |
| <b>Florida</b>        | "A provision notifying the buyer or lessee of the right to rescind the agreement for a period of at least 3 business days after the agreement is signed..." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(12) (2017).   |
| <b>Nevada</b>         | "The granting to the [retail electric customer] of the right to rescind the agreement for a period ending not less than 3 business days after agreement is signed." AB. 405, 79 <sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §13(7); §10(21); §16(16) (2017).  |
| <b>New Mexico</b>     | "[A] provision notifying the buyer or lessee of the right to rescind the agreement for a period ending not less than three business days after the agreement is signed;" HB. 199, 53 <sup>rd</sup> Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(4) (2017).   |
| <b>New York</b>       | "Provisions governing the process for rescinding or terminating an agreement by the Provider or the customer including provisions stating that a residential customer may rescind the agreement within three business days after its receipt without charge or penalty;" New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." §3C(B)(2)(A)(1). October 19, 2017. |
| <b>North Carolina</b> | "Include a provision granting the retail electric customer the right to rescind the agreement for a period of not less than three business days after the agreement is signed by the retail electric customer." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(3) (2017).  |
| <b>Utah</b>           | "[A] notice describing any right a customer has under applicable law to cancel or rescind a solar agreement." SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(4) (2018).   |

## WARRANTIES

Many states that have taken action on solar contract disclosures have addressed warranty requirements as they pertain to installation, equipment, and roofs. These warranties should not be confused with system production guarantees (see Section 3 on Performance/Production Guarantees, p. 25). In addition to those states that require warranties and their disclosure to solar consumers, several other states require warranties (and set minimum warranty lengths), not as a matter of law or regulation, but as a condition for solar consumers to receive rebates or loans through state solar programs. See Table 3 for relevant warranty provisions.

TABLE 3: **Warranty Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Arizona</b>    | <p>"Any person who manufactures, furnishes for installation or installs a solar energy device shall provide with the device a written statement of warranty, responsibilities assumed or disclaimed and performance data of the solar energy device and components of the solar energy device as prescribed by Section 44-1763 as part of the agreement for the financing, sale or lease of a solar energy device." SB. 1417, 52<sup>nd</sup> Legislature. Chapter 56 Arizona Revised Statutes §44-1762(B) (2016).</p> <p>"If the warranty period for any major component [of the system] is less than the duration of the agreement, the length of the warranty must be disclosed to and separately acknowledged by the buyer or lessee." SB. 1417, 52<sup>nd</sup> Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(4) (2016).</p> <p>"Disclose whether the warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred to a third party." SB. 1417, 52<sup>nd</sup> Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(8) (2016).</p>  |
| <b>Florida</b>    | <p>"A seller who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(13) (2017).</p> <p>"A description of any roof warranties." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(22) (2017).</p> <p>"A disclosure as to whether any warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred by the seller to a third party and, if so, a statement in substantially the following form: 'Your contract may be assigned, sold, or transferred without your consent to a third party who will be bound to all the terms of the contract. If a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.'" SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(19) (2017).</p>   |
| <b>Illinois</b>   | <p>"A statement that the Project Developer and utility do not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;" Illinois Power Agency, "Long-Term Renewable Resources Procurement Plan." Docket No. 17-0838 (2018).</p>  |
| <b>Nevada</b>     | <p><b>Lease Agreements</b></p> <p>"A description of any warranties." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §9(5) (2017).</p> <p>"A copy of the warranty for the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §10(13) (2017).</p> <p>"A disclosure notifying the lessee of the transferability of the obligations under the warranty to a subsequent lessee." AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §10(14) (2017).</p> <p>"A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the lessee in connection with the installation or removal of the distributed generation system;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(o) (2017).</p> <p><b>Power Purchase Agreements</b></p> <p>"A disclosure notifying the host customer of the transferability of the obligations under the warranty to a subsequent purchaser." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §16(19) (2017).</p> <p>"A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the purchaser in connection with the installment or removal of the distributed generation system;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §17(3)(k) (2017).</p> <p><b>System Purchase Agreements</b></p> <p>"The length of the term of the warranty for the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §12(2) (2017).</p> <p>"A disclosure notifying the purchaser of the transferability of the obligations under the warranty to a subsequent purchaser." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(9) (2017).</p> <p>"A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the purchaser in connection with the installation or removal of the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §14(3)(j) (2017).</p> |
| <b>New Mexico</b> | <p>"[A] disclosure regarding whether the warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred to a third party;" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(13) (2017).</p>  |

| State                 | Relevant Provision(s)   |
|-----------------------|---|
| <b>New York</b>       | "Contracts for on-site mass market DG must also include a description of the distributed generation system, including the make and model of major system components, an outline of system specifications, and other provisions clearly describing the transaction. Consistent with NY-Sun requirements, these contracts shall include, at a minimum: System and/or production warranties;" New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." §VI(C). October 19, 2017.   |
| <b>North Carolina</b> | "Disclose whether the warranty or maintenance obligations related to the solar energy facility may be sold or transferred to a third party." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(7) (2017).  |
| <b>Utah</b>           | <p>"[A] description of any warranty, representation, or guarantee of energy production of the system;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(6) (2018).</p> <p>"[A] statement indicating whether any warranty or maintenance obligations related to the system may be transferred by the solar retailer to a third party and, if so, a statement with substantially the following form and content: "The maintenance and repair obligations under your contract may be assigned or transferred without your consent to a third party who will be bound to all the terms of the contract. If a transfer occurs, you will be notified of any change to the address, email address, or phone number to use for questions or payments or to request system maintenance or repair." SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(8) (2018).</p> <p>"[A] description of any roof penetration warranty or other warranty that the solar retailer provides the customer or a statement, in bold capital letters, that the solar retailer does not provide any warranty;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(10) (2018).</p> |

## SYSTEM SIZE AND GENERATION ASSUMPTIONS

Most states that have adopted solar contract disclosure policies require a description of the system's design assumptions. Many of these states also have provisions related to estimated production output or production degradation over time; however, the exact requirements vary by state. California is the only state with a provision related to a solar performance calculator. Table 4 details state assumptions for system size and generation.

TABLE 4: **System Size and Generation Assumptions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Arizona</b>    | "Provide a description, which must be separately acknowledged by the buyer or lessee, including the make and model of the distributed energy generation system's major components or a guarantee concerning energy production output that the distributed energy generation system being sold or leased will provide over the life of the agreement." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(4) (2016).   |
| <b>California</b> | "At the board's discretion, other types of supporting information the board and the commission deem appropriate or useful in furthering the directive described in subdivision (a) may be included in the solar energy disclose document following the front page or cover page, including, but not limited to... A calculator that calculates performance of solar projects to provide solar customers the solar power system's projected output, which may include an expected performance-based buydown calculator." AB. 1070. Chapter 9 CA Bus & Prof Code §7169(c)(12) (2017).  |
| <b>Florida</b>    | "A description of the distributed energy generation system design assumptions, including the ... estimated first-year energy production, and estimated annual energy production decreases, including the overall percentage degradation over the estimated life of the distributed energy system ... A seller who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(13) (2017). |
| <b>Illinois</b>   | "Current production projections and a description of the methodology used to develop production projections;" Illinois Power Agency, "Long-Term Renewable Resources Procurement Plan." Docket No. 17-0838 (2018).  |



| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Nevada</b>         | <p><b>Lease Agreements</b><br/> “Assumptions concerning the design of the generation system, including, without limitation:<br/> (1) The size of the distributed generation system;<br/> (2) The estimated amount of production for the distributed generation system in the first year of operation;<br/> (3) The estimated annual degradation to the distributed generation system; and...” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(L) (2017).</p> <p><b>Power Purchase Agreements</b><br/> “Assumptions concerning the design of the distributed generation system, including, without limitation:<br/> (2) The estimated amount of production for the distributed generation system in the first year of operation;<br/> (3) The estimated annual degradation to the distributed generation system;...” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §17(h) (2017).</p> <p><b>System Purchase Agreements</b><br/> “A description, which includes, without limitation, any assumptions, concerning the design and installation of the distributed generation system. Such a description must include, without limitation:<br/> (a) the size of the distributed generation system;<br/> (b) The estimated amount of production for the distributed generation system in the first year of operation; and<br/> (c) The estimated annual degradation to the distributed.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(3) (2017).</p> |
| <b>New Mexico</b>     | <p>“[A] description of the distributed energy generation system design assumptions, including system size, estimated first-year production and estimated annual system production decreases, including the overall percentage degradation over the life of the distributed energy generation system;” HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(5) (2017).</p>  |
| <b>New York</b>       | <p>“An estimate of annual energy output, including loss analysis (e.g. in the case of a solar system, the percentage of the available solar resource that the solar electric system will receive, accounting for losses from shading, array azimuth, and tilt);” New York Public Service Commission, “Order Establishing Oversight Framework And Uniform Business Practices For Distributed Energy Resource Suppliers.” §VI(C). October 19, 2017.</p>  |
| <b>North Carolina</b> | <p>“Provide a description of the solar energy facility, including the make and model of the solar energy facility’s major components, and a guarantee concerning energy production output that the solar energy facility will provide over the expected life of the agreement.” HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(4) (2017).</p>  |
| <b>Utah</b>           | <p>“[A] statement describing the system and indicating the system design assumptions, including the ... estimated first year energy production, and estimated annual energy production degradation, including the overall percentage degradation over the term of the solar agreement...” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(5) (2018).</p>   |



## INSTALLATION TIMELINE

Some state solar contract disclosure policies include approximate start and completion dates for the installation or projected schedule or timeline for system installation. Florida, Nevada, New York, and Utah all include provisions related to the timing of solar installation; see Table 5.

TABLE 5: **Installation Timeline Provisions in State Solar Contract Disclosure Policies**

| State           | Relevant Provision(s)   |
|-----------------|---|
| <b>Florida</b>  | "The approximate start and completion dates for the installation of the distributed energy generation system." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(17) (2017).   |
| <b>Nevada</b>   | <p><b>Lease Agreements</b><br/>"An estimated timeline for the installation of the distributed generation system." AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §10(3) (2017).</p> <p><b>Power Purchase Agreements</b><br/>"An estimated timeline for the installation of the distributed generation system." AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §15(2) (2017).</p> <p><b>System Purchase Agreements</b><br/>"An estimated timeline for the installation of the distributed generation system." AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §13(5) (2017).</p> |
| <b>New York</b> | "Installation schedule;" New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." §VI(C). October 19, 2017.   |
| <b>Utah</b>     | "[T]he approximate start and completion dates for the installation of the system;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(7) (2018).   |

## ONE-TIME AND RECURRING FEES

All states that have adopted solar contract disclosure policies have requirements related to fee disclosure; see Table 6. The language of each state's fee disclosure provisions varies, but these provisions often include "any one-time or recurring fees."

TABLE 6: **One-Time and Recurring Fee Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Arizona</b>    | "Any interest, installation fees, document preparation fees, service fees or other costs to be paid by the buyer or lessee of the distributed energy generation system." SB. 1417, 52 <sup>nd</sup> Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(5)(b) (2016).   |
| <b>California</b> | "Any additional monthly fees the homeowner's electric company may bill, any turn-on charges, and any fees added for the use of an Internet monitoring system of the panels or inverters." AB. 1070. Chapter 9 CA Bus & Prof Code §7169(c)(4) (2017).   |
| <b>Florida</b>    | "A description of any one-time or recurring fees, including, but not limited to, estimated system removal fees, maintenance fees, Internet connection fees, and automated clearing house fees. If late fees may apply, the description must describe the circumstances triggering such late fees." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(4) (2017).   |
| <b>Illinois</b>   | <p>"All nonrecurring (one-time) charges;"</p> <p>"All recurring (monthly, yearly) charges;"</p> <p>"A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;"</p> <p>"Terms and conditions for early termination, including:</p> <ul style="list-style-type: none"> <li>(i) Any penalties that the Project Developer may charge to the subscriber; and</li> <li>(ii) The process for unsubscribing and any associated costs.</li> </ul> <p>(j) A statement that the customer may terminate the contract early, including:</p> <ul style="list-style-type: none"> <li>(i) Amount of any early cancellation fee;" Illinois Power Agency, "Long-Term Renewable Resources Procurement Plan." Docket No. 17-0838 (2018).</li> </ul> |



| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Nevada</b>         | <p><b>Lease Agreements</b></p> <p>"(h) A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger:</p> <ol style="list-style-type: none"> <li>(1) Any late fees;</li> <li>(2) Estimated fees for the removal of the distributed generation system;</li> <li>(3) Fees for a notice of removal and refiling pursuant to the Uniform Commercial Code;</li> <li>(4) Fees for connecting to the Internet; and</li> <li>(5) Fees for not enrolling in a program in which payments are made through an electronic transfer of money cleared through an automated clearinghouse;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(h) (2017).</li> </ol> <p><b>Power Purchase Agreements</b></p> <p>"A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger:</p> <ol style="list-style-type: none"> <li>(1) Any late fees;</li> <li>(2) Estimated fees for the removal of the distributed generation system;</li> <li>(3) Fees for a notice of removal and refiling pursuant to the Uniform Commercial Code;</li> <li>(4) Fees for connecting to the Internet; and</li> <li>(5) Fees for not enrolling in a program in which payments are made through an electronic transfer of money cleared through an automated clearinghouse;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §17(3)(e) (2017).</li> </ol> |
| <b>New Mexico</b>     | <p>"[A] description of any one-time or recurring fees, including the circumstances triggering any late fees, estimated system removal fees, maintenance fees, Uniform Commercial Code notice removal and refiling fees, internet connection fees and automated clearing house fees;" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(8) (2017).</p>   |
| <b>New York</b>       | <p>"Describe financial structure of agreement, including specific price or price per kWh or specific explanation of how price per kWh will be determined, amounts and due dates for up-front payments, or other charges or fees, including both recurring and nonrecurring charges. Include Total Cost or Total Estimated Cost for Lease and Purchase contracts. For any charges or fees that will increase or vary, indicate how much, based on what, and what notice will be provided." New York Public Service Commission, "Generation System Disclosure Form." Case 15-M-0180 (2018).</p> <p>"Description of terms regarding early termination of agreement, including specific fees and charges or specific explanation of how fees or charges will be determined and any situations where fees would be waived." New York Public Service Commission, "Generation System Disclosure Form." Case 15-M-0180 (2018).</p>   |
| <b>North Carolina</b> | <p>"Any interest, installation fees, document preparation fees, service fees, or other costs to be paid by the retail electric customer." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(5)(b) (2017).</p>   |
| <b>Utah</b>           | <p>"[T]he schedule of required and anticipated payments from the customer to the solar retailer and third parties over the term of the system purchase agreement, including application fees, up-front charges, down payment, scheduled payments under the system purchase agreement, payments at the end of the term of the system purchase agreement, payments for any operations or maintenance contract offered by or through the solar retailer in connection with the system purchase agreement, and payments for replacement of system components likely to require replacement before the end of the useful life of the system as a whole; and... the total of all payments referred to in Subsection (3)(a);" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-204(3) (2018).</p>  |



## INTERCONNECTION REQUIREMENTS

Interconnection refers to the process of connecting a solar PV system to the electricity grid. The procedure involves ensuring that the system complies with the local utility's technical and administrative prerequisites and applicable codes and standards.

Florida, New Mexico, and Nevada have solar contract policies with requirements related to the disclosure of the requirements for interconnection approval; see Table 7. Utah's provision related to system interconnection requires disclosure "if the solar retailer will not obtain customer approval to connect the system to the customer's utility." In that case, "a statement to that effect and a description of what the customer must do to interconnect the system to the utility" is required.

**TABLE 7: Interconnection Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Florida</b>    | "A disclosure notifying the buyer or lessee of the party responsible for obtaining interconnection approval." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(21).<br>"If the distributed energy generation system will be purchased, a disclosure notifying the buyer of the requirements for interconnecting the system to the utility system." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(20) (2017).  |
| <b>Nevada</b>     | "A disclosure notifying the purchaser of the responsible party for obtaining approval for connecting the distributed generation system to the electricity meter on the host customer's side;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §14(3)(g) (2017).   |
| <b>New Mexico</b> | "[A] disclosure notifying the buyer or lessee that interconnection requirements, including timelines, are established by rules of the public regulation commission and may be obtained from either the public regulation commission or the local utility." HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(19) (2017).  |
| <b>New York</b>   | "To ensure that all CDG and on-site mass market DG providers are aware of this requirement, notice of this Order will be provided in the Community Distributed Generation and Value of Distributed Energy Resources cases. Furthermore, Staff shall work with the electric utilities and NYSERDA to provide notice to companies that have submitted or submit applications for interconnection or NY-Sun funding. Once the deadline for registration passes, Staff shall work with the electric utilities and NYSERDA to determine whether any CDG and onsite mass market DG provider has failed to register. Starting on December 1, 2017, electric utilities shall require that proof of registration be submitted as part of an initial interconnection application. Staff should attempt to contact any such CDG or on-site mass market DG provider and offer them the opportunity to register before bringing the issue to the Commission's attention through an enforcement action." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." §VI(A)(3). October 19, 2017. |
| <b>Utah</b>       | "[I]f the solar retailer will not obtain customer approval to connect the system to the customer's utility, a statement to that effect and a description of what the customer must do to interconnect the system to the utility;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(9) (2018).   |

## FIXTURE FILINGS

When a solar installation is financed through a lease or power purchase agreement, a third party owns the system. Some third-party solar owners will file a Uniform Commercial Code-1 filing statement, often referred to as a “fixture filing” or a “UCC-1 filing,” allowing them to legally take possession of the system if the contract is breached. A fixture filing can make it more complicated for a homeowner to refinance or convey property. A homeowner seeking to sell or refinance the home may need to have the fixture filing released by paying off the remaining contract or transferring the obligation.

Some states have provisions requiring a solar customer to be notified if a system owner intends to file a fixture filing. Florida, Nevada, and Utah have taken this approach. New Mexico requires a copy of any fixture filing to be provided to the customer within 30 days of the filing. State fixture filing provisions for solar contracts are shown in Table 8.

TABLE 8: **Fixture Filing Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Florida</b>    | “A disclosure notifying the buyer or lessee whether the seller or lessor will file a fixture filing or a State of Florida Uniform Commercial Code Financing Statement Form (UCC-1) on the distributed energy generation system.” SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(26) (2017).  |
| <b>Nevada</b>     | <p><b>Lease Agreements</b><br/> “A disclosure notifying the lessee of the intent of the lessor to file a fixture filing, as defined in..., on the distributed generation system.” AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §11(m) (2017).</p> <p><b>Power Purchase Agreements</b><br/> “A disclosure notifying the purchaser of the intent of the owner of the distributed generation system to file a fixture filing... on the distributed generation system.” AB. 405, 79<sup>th</sup> Session. Chapter 589 Nevada Statutes Annotated §17(3)(i) (2017).</p> |
| <b>New Mexico</b> | “In the event that a seller or marketer causes a financing statement to be filed pursuant to the Uniform Commercial Code-Secured Transactions, the seller or marketer, or any successor in interest to the seller or marketer, shall provide to the buyer or lessee a copy of the filed financing statement within thirty calendar days of the filing.” HB. 199, 53 <sup>rd</sup> Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(C) (2017).   |
| <b>Utah</b>       | “[A] statement indicating whether the solar retailer will make a fixture filing or other notice in the county real property records covering the system, including a Notice of Independently Owned Solar Energy System, and any fees or other costs associated with the filing that may be charged to the customer;” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(11) (2018).   |

## TRANSFERABILITY OF SYSTEM OWNERSHIP AND/OR REAL PROPERTY WHERE THE SYSTEM IS LOCATED

Almost all states that have adopted onsite solar contract disclosure policies have requirements related to the transfer of the PV system and/or the real property upon which the system is installed. These provisions often require disclosure of any restrictions related to the transfer of a solar contract or to real property where a system is located and any conditions for such transfers. Provisions related to the transferability of the solar system and/or real property where the system is located are shown in Table 9.

**TABLE 9: Transferability of System and/or Real Property Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Arizona</b>    | <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the buyer or lessee, if a transfer of the sale, lease or financing agreement contains any restrictions pursuant to the agreement on the lessee's or buyer's ability to modify or transfer ownership of a distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(10) (2016).</p> <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the buyer or lessee, if a modification or transfer of ownership of the real property to which the distributed energy generation system is or will be affixed contains any restrictions pursuant to the agreement on the lessee's or buyer's ability to modify or transfer ownership of the real property to which the distributed energy generation system is installed or affixed, including whether any modification or transfer is subject to review or approval by a third party." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(10) (2016).</p> |
| <b>California</b> | <p>"The impacts that the financing options, lease agreements terms, or contract terms will have on the sale of the consumer's home, including any balloon payments or solar energy system relocation that may be required if the contract is not assigned to the new owner of the home." AB. 1070. Chapter 9 CA Bus &amp; Prof Code §7169(c)(11) (2017).</p>   |
| <b>Florida</b>    | <p>"A disclosure identifying whether the agreement contains any restrictions on the buyer's or lessee's ability to modify or transfer ownership of a distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(17) (2017).</p> <p>"A disclosure as to whether the lease agreement may be transferred to a purchaser upon sale of the home or real property to which the system is affixed, and any conditions for such transfer." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(28) (2017).</p>   |
| <b>Nevada</b>     | <p><b>Lease Agreements</b><br/> "A disclosure describing:<br/> (1) The transferability of the lease; and<br/> (2) Any conditions on transferring the lease in connection with the lessee selling his or her property;" Section 11(p).<br/> "A description of any restrictions the lease imposes on the modification or transfer of the property to which the distributed generation system is affixed." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §10(20) (2017).</p> <p><b>Power Purchase Agreements</b><br/> "A description of any restrictions that the agreement imposes on the modification or transfer of the property to which the distributed generation system is affixed." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §16(17) (2017).</p>   |
| <b>New Mexico</b> | <p>"[A] disclosure regarding any restrictions pursuant to the agreement on the buyer's or lessee's ability to modify or transfer ownership of the distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party..." HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(14) (2017).</p> <p>"[A] description of all options available to the buyer or lessee in connection with the continuation, termination or transfer of the agreement between the buyer or lessee and the seller or marketer in the event of the transfer of the real property to which the distributed energy generation system is affixed;" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(15) (2017).</p>   |
| <b>New York</b>   | <p>"Disclosure of any restrictions on the customer's ability to sell the system and/or his/her property;" Section 3C(C)(8). New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." §VI(3)(C)(C)(8). October 19, 2017.</p>  |



| State          | Relevant Provision(s)  |
|----------------|--|
| North Carolina | <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the retail electric customer, if a transfer of the lease agreement is subject to any restrictions pursuant to the agreement on the retail electric customer's ability to modify or transfer ownership of a solar energy facility, including whether any modification or transfer is subject to review or approval by a third party." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(8) (2017).</p> <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the retail electric customer, if a modification or transfer of ownership of the real property to which the solar energy facility is or will be affixed is subject to any restrictions pursuant to the agreement on the retail electric customer's ability to modify or transfer ownership of the real property to which the solar energy facility is installed or affixed, including whether any modification or transfer is subject to review or approval by a third party." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(9) (2017).</p> |
| Utah           | <p><b>Lease Agreements</b><br/>         "[I]nformation about whether the system lease agreement may be transferred to a purchaser of the home or real property where the system is located and, if so, any conditions for a transfer;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(2) (2018).</p> <p><b>Power Purchase Agreements</b><br/>         "[I]nformation about whether the power purchase agreement may be transferred to a purchaser of the home or real property where the system is located and, if so, any conditions for a transfer;" SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-205(2) (2018).</p> <p><b>System Purchase Agreements</b><br/>         "[I]nformation about whether the system may be transferred to a purchaser of the home or real property where the system is located and any conditions for a transfer." SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-203(6) (2018).</p>   |

## CREDITS, INCENTIVES, AND REBATES

The federal government provides a tax credit for the purchase of residential solar systems. States also offer incentives for adopting solar. For example, Solar Renewable Energy Certificates (SRECs), which are valuable, tradable commodities representing the green attributes associated with solar energy generation, are available to solar system owners in some states. The federal tax credit and most other state incentives such as SRECs are only available to the owners or purchasers of a solar system. Generally, if the homeowner agrees to a solar lease or power purchase with a third-party system owner, the homeowner will be unable to take advantage of these incentives.

Many states require disclosure of state and federal tax incentives or rebates used when determining the system price. Many states also address the ownership or transfer of tax credits, rebates, and incentives. The exact terms of these requirements vary, but they may include identification of any incentives included in a calculation of the cost of a system and description of the ownership of any incentives, credits, or rebates in connection with the system. See Table 10.

**TABLE 10: Credit, Incentive, and Rebate Provisions in State Solar Contract Disclosure Policies**

| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Arizona</b>        | “Provide a disclosure in the sale and financing agreements, to the extent they are used by the seller or marketer in determining the purchase price of the agreement, that identifies all current tax incentives and rebates or other state or federal incentives for which the buyer or lessee may be eligible and any conditions or requirements pursuant to the agreement to obtain these tax incentives, rebates or other incentives.” SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(6) (2016).  |
| <b>California</b>     | “The terms and conditions of any guaranteed rebate.” AB. 1070. Chapter 9 CA Bus & Prof Code §7169(c)(5) (2017).<br>“The final contract price, without the inclusion of any guaranteed rebate.” AB. 1070. Chapter 9 CA Bus & Prof Code §7169(c)(6) (2017).  |
| <b>Florida</b>        | “Each state or federal tax incentive or rebate, if any, relied upon by the seller in determining the price of the distributed energy generation system.” SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(7) (2017).<br>“A description of the ownership and transferability of any tax credits, rebates, incentives, or renewable energy certificates associated with the distributed energy generation system, including a disclosure as to whether the seller will assign or sell any associated renewable energy certificates to a third party.” SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(15) (2017).   |
| <b>Nevada</b>         | “The estimated value of any portfolio energy credits and rebates of any incentives included in the calculation of the total cost of the distributed energy system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §12(6) (2017).<br>“The identification of any incentives included in the calculation of the total cost of the distributed generation system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(10) (2017).<br>“A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §16(12) (2017).<br>“A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §10(16) (2017). |
| <b>New Mexico</b>     | “[I]f a seller or marketer uses a tax incentive or rebate in determining the price, a provision identifying each state and federal tax incentive or rebate used;” HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(10) (2017).<br>“[A] description of the ownership and transferability of any tax credits, rebates, incentives or renewable energy certificates in connection with the distributed energy generation system;” HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(11) (2017).  |
| <b>New York</b>       | “The value of all federal, state, and local tax credits, electric utility rate credits, Renewable Energy Credits, incentives, or rebates that the customer may receive and/or be required to sign over to the DER provider;” New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” §VI(C)(7). October 19, 2017.   |
| <b>North Carolina</b> | “Identify any State or federal tax incentives that are included in the calculation of lease payments.” HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(6) (2017).   |
| <b>Utah</b>           | “[T]he potential customer’s eligibility for or receipt of tax credits or other governmental or utility incentives;” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(2)(b)(ii) (2018).<br><b>Lease Agreements</b><br>“...You will not be entitled to any federal tax credit associated with the lease.” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-204(1) (2018).<br><b>Power Purchase Agreements</b><br>“...You will not be entitled to any federal tax credit associated with the [power] purchase [agreement].” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-205(1) (2018).<br><b>System Purchase Agreements</b><br>“.... You may be entitled to federal tax credits because of the purchase. You should consult your tax advisor.” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-203(1) (2018).   |

## PERFORMANCE/PRODUCTION GUARANTEES

Many of the states that have adopted solar contract disclosure policies have a requirement to include a description of any performance or production guarantee; see Table 11. Only North Carolina *requires* “a guarantee concerning energy production output that the solar energy facility will provide over the expected life of the agreement.” North Carolina’s solar contract disclosure policy only covers lease agreements.

TABLE 11: **Performance/Production Guarantee Provisions in State Solar Contract Disclosure Policies**

| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Arizona</b>        | “Provide a description, which must be separately acknowledged by the buyer or lessee, including the make and model of the distributed energy generation system’s major components or a guarantee concerning energy production output that the distributed energy generation system being sold or leased will provide over the life of the agreement.” SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(4) (2016). |
| <b>Florida</b>        | “A description of any performance or production guarantees.” SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(14) (2017).  |
| <b>Nevada</b>         | <p><b>Lease Agreements</b></p> <p>“A description of any guarantees of the performance of the distributed generation system;” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(q) (2017).</p> <p><b>Purchase Agreements</b></p> <p>“A description of any guarantee of the performance of the distributed generation system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(11) (2017).</p>                 |
| <b>New Mexico</b>     | “[A] description of any performance guarantees that a seller or marketer may include in an agreement;” HB. 199, 53 <sup>rd</sup> Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(6) (2017).   |
| <b>New York</b>       | “For contracts with a production guarantee, an explanation of that guarantee and compensation for underproduction. For other contracts, a statement that “This agreement offers no production guarantee.” New York Public Service Commission, “Generation System Disclosure Form.” Case 15-M-0180 (2018).  |
| <b>North Carolina</b> | “Provide a description of the solar energy facility, including the make and model of the solar energy facility’s major components, and a guarantee concerning energy production output that the solar energy facility will provide over the expected life of the agreement.” HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(4) (2017).   |
| <b>Utah</b>           | “[A] description of any warranty, representation, or guarantee of energy production of the system;” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(6) (2018).   |

## PAYMENT DETAILS

Almost all states that have adopted solar contract disclosure policies have requirements related to payment. These requirements often include disclosure of the total number of payments, the payment frequency, the payment due dates, and the amount of the payments. See Table 12.

TABLE 12: **Payment Detail Provisions in State Solar Contract Disclosure Policies**

| State      | Relevant Provision(s)   |
|------------|---|
| Arizona    | "If the distributed energy generation system is being financed or leased, the total number of payments, the payment frequency, the amount of the payment expressed in dollars and the payment due date." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(5)(c) (2016).   |
| Florida    | "A payment schedule, including any amounts owed at contract signing, at the commencement of installation, at the completion of installation, and any final payments. If the distributed energy generation system is being leased, the written statement must include the frequency and amount of each payment due under the lease and the total estimated lease payments over the term of the lease." SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(6) (2017).   |
| Illinois   | "The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-house basis;" "Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber." Illinois Power Agency, "Long-Term Renewable Resources Procurement Plan." Docket No. 17-0838 (2018).<br><br>"A billing procedure description;" Illinois Power Agency, "Long-Term Renewable Resources Procurement Plan." Docket No. 17-0838 (2018).  |
| Nevada     | <b>Lease Agreements</b><br>"The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §9(1) (2017).<br>"The estimated amount of the monthly payments due under the lease in the first year of operation of the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §9(3) (2017).<br>"The total number of payments to be made under the lease;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(i) (2017).<br>"The due date of any payment and the manner in which the consumer will receive an invoice for such payments;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(i) (2017).<br>"The rate of any payment increases and the date on which the first increase in the rate may occur, if applicable;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(k) (2017).<br><br><b>Power Purchase Agreements</b><br>"The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §15(1) (2017).<br>"The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §15(5) (2017).<br>"The payments made during the first year of the agreement for the price of electricity, which includes, without limitation, the price per kilowatt-hour of electricity and the price per monthly system electrical output." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §16(5) (2017).<br><br><b>System Purchase Agreements</b><br>"The amounts due at the signing for and at the completion of the installation of the distributed generation system." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §12(7) (2017).<br>"A payment schedule, including, without limitation:<br>(a) The due dates for any deposit; and<br>(b) Any subsequent payments that are not to exceed the total system cost stated on the cover page pursuant to section 12 of this act." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(6) (2017).<br>"The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §16(7) (2017). |
| New Mexico | "[I]f the seller is financing or leasing the distributed energy generation system, the total amount financed, the total number of payments, the payment frequency, the amount of the payment expressed in dollars, the payment due dates and the applicable annual percentage rate; except that in the case of financing arrangements subject to state or federal lending disclosure requirements, disclosure of the annual percentage rate shall be made in accordance with the applicable state or federal lending disclosure requirements;" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(9) (2017).  |

| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>New York</b>       | <b>Lease Agreements and Power Purchase Agreements</b><br>“For leases or purchased power agreements (PPAs), the total number of payments, amount of payments, payment frequency, and due date;” “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.  |
| <b>North Carolina</b> | “The total number of payments, including the interest, the payment frequency, the estimated amount of the payment expressed in dollars, and the payment due date over the leased term.” HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(5)(c) (2017).   |
| <b>Utah</b>           | <b>System Purchase Agreements</b><br>“[T]he schedule of required and anticipated payments from the customer to the solar retailer and third parties over the term of the system purchase agreement, including application fees, upfront charges, down payment, scheduled payments under the system purchase agreement, payments at the end of the term of the system purchase agreement, payments for any operations or maintenance contract offered by or through the solar retailer in connection with the system purchase agreement, and payments for replacement of system components likely to require replacement before the end of the useful life of the system as a whole; and...” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-204(3) (2018). |

## TOTAL ESTIMATED COST

In addition to the payment details, almost all the states that have adopted solar contract disclosure policies require disclosure of the buyer’s total system cost or the total projected lease or power purchase payments over the life of the agreement; see Table 13. The phrasing of these requirements varies by state, but the basic requirement to disclose total costs to the buyer or lessee is the same.

TABLE 13: **Total Estimated Cost Provisions in State Solar Contract Disclosure Policies**

| State                 | Relevant Provision(s)  |
|-----------------------|--|
| <b>Arizona</b>        | “The total purchase price or total cost to the buyer or lessee under the agreement for the distributed energy generation system over the life of the agreement.” SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(5)(a) (2016).   |
| <b>California</b>     | “The total cost and payments for the system, including financing costs.” AB. 1070. Chapter 9 CA Bus & Prof Code §7169(b)(1) (2017).  |
| <b>Florida</b>        | “The total cost to be paid by the buyer or lessee, including any interest, installation fees, document preparation fees, service fees, or other fees.” SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(5) (2017).   |
| <b>Nevada</b>         | <b>Lease Agreements</b><br>“The estimated amount of the total payments due under the lease, including, without limitation, any incentives that are included in the estimated lease payments;” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(g) (2017).<br><b>System Purchase Agreements</b><br>“The total cost of the distributed generation system.” AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §12(5) (2017).   |
| <b>New Mexico</b>     | “the purchase price of the distributed energy generation system, total projected lease or power purchase payments;” HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(7) (2017).  |
| <b>New York</b>       | <b>System Purchase Agreements</b><br>“For purchased systems, the total system purchase price, itemized costs of system components, and any other taxes, fees or overheads that are the responsibility of the customer;” “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers. October 19, 2017.<br>“For leases or purchased power agreements (PPAs), the total number of payments, amount of payments, payment frequency, and due date;” “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.  |
| <b>North Carolina</b> | “Separately set forth the following items, as applicable:<br>a. The total cost to the retail electric customer under the lease agreement for the solar energy facility over the life of the agreement.” HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(5) (2017).  |
| <b>Utah</b>           | <b>System Purchase Agreements</b><br>“[T]he schedule of required and anticipated payments from the customer to the solar retailer and third parties over the term of the system purchase agreement, including application fees, up-front charges, down payment, scheduled payments under the system purchase agreement, payments at the end of the term of the system purchase agreement, payments for any operations or maintenance contract offered by or through the solar retailer in connection with the system purchase agreement, and payments for replacement of system components likely to require replacement before the end of the useful life of the system as a whole; and...<br>(b) the total of all payments referred to in Subsection (3)(a);” SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-204(3) (2018). |

## ESTIMATED COST SAVINGS AND FUTURE UTILITY RATES

The states that have tackled estimating future utility rates have done so in a variety of ways, from basic to very detailed.

Missouri's Office of the Public Counsel addressed this issue through a rate case proceeding. Beginning with a 2016 rate case involving Kansas City Power and Light, the Office of the Public Counsel raised the issue of future rate compensation for net-metered solar customers. Rooftop solar customers and contractors must sign a specific disclaimer. Missouri's disclaimer requirement applies only to the state's investor-owned utilities, but those utilities service most of the state in terms of both area and population. The disclaimer reads:

Your Solar Electric System is subject to the current rates, rules and regulations by the Missouri Public Service Commission ("Commission"). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your Solar Electric System is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from [utility].

[Utility's] electricity rates, charges and service fees are determined by the Commission and are subject to change based upon the decision of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your Solar Electric System.

Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by [utility] or the Commission. They are based on projections formulated by external third parties not affiliated with [utility] or the Commission.<sup>29</sup>

Companies selling solar systems in Nevada may reference a utility's price of electricity, which could be used by consumers to estimate savings. The contract must then include the following statement: "[a]ctual utility rates may go up or down and actual savings may vary. For further information regarding rates, you may contact your local utility or the Public Utilities Commission of Nevada."<sup>30</sup>

Likewise, companies in Florida may choose to provide savings estimates. If they do, they must describe their assumptions and include this statement: "It is important to understand that future utility rates are estimates only. Your future electric utility rates may vary."<sup>31</sup>

New Mexico's solar providers may provide promotional documents or sales presentations pertaining to financial savings<sup>32</sup> or energy savings.<sup>33</sup> If they choose to state that savings will be realized, they are allowed to use their own methodologies as long as they disclose their assumptions and calculations. In the case of energy savings, if historical information is used, the provider must inform the consumer of the following: "Historical data are not necessarily representative of future results."<sup>34</sup> In addition, providers must include this disclosure about



utility rates: “Actual utility rates may go up or down and actual savings may vary. For further information regarding rates, you may contact your local utility or the Public Regulation Commission. Tax and other state and federal incentives are subject to change.”<sup>35</sup>

North Carolina law requires specific disclosures if agreements contain estimates of future utility charges. If base estimates of future utility charges rely on projected utility rates, a comparison estimate must be provided for the customer’s estimated utility charges during the same period ranging from at least a five percent annual decrease to at least a five percent annual increase from current utility costs.<sup>36</sup> Whether or not the agreement estimates future utility charges, it must contain a disclosure, stating: “Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action.”<sup>37</sup>

Arizona’s regulations are similar to North Carolina’s. If future utility charges are based on projected utility rates, the agreement must estimate those charges using at least a five percent annual decrease and increase from the current utility costs.<sup>38</sup> The changes must be applied to the duration of the agreement in one percent increments.<sup>39</sup> When financial savings are suggested, the provider must substantiate the methodology used in the estimate.<sup>40</sup> When financial savings are estimated, historical utility rates must be included.<sup>41</sup>

New York allows providers to craft their own price forecast, but if they do so, they must also provide a forecast as defined by the New York Public Service Commission.<sup>42</sup> The Commission defines a standard baseline which is a three-year average of historical utility rates.<sup>43</sup> Utility rate escalation up to three percent annually is permissible in forecasts, and the provider must disclose the rate used.<sup>44</sup>

California AB 1070 requires the Contractors State License Board and the Public Utilities Commission to develop standardized “assumptions and inputs” that can be used to determine a consumer’s utility bill savings.<sup>45</sup> The disclosure document may contain a calculator that computes a solar power system’s projected output.<sup>46</sup>

The Illinois Power Agency’s disclosure form will include a retail electricity price forecast, net cash flow analysis, and a target rate of return for the project. Standard electricity prices used in the estimate will be provided by the Agency.

Table 14 shows states that have provisions in their solar contract disclosure policies related to estimated cost savings and future utility rates.

**TABLE 14: Estimated Cost Saving and Future Utility Rate Provisions in State Solar Contract Disclosure Policies**

| State             | Relevant Provision(s)   |
|-------------------|---|
| <b>Arizona</b>    | <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the buyer or lessee, that states: Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change..." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(13) (2016).</p> <p>"If a document or sales presentation relating to a distributed energy generation system states or suggests that the distributed energy generation system will result in financial savings for a buyer or lessee, the document or sales presentation must substantiate the methodology used to calculate those savings and, if the document or sales presentation is intended for a specific potential buyer or lessee, reasonably quantify the cumulative savings expected for the duration of the agreement." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(14)(B) (2016).</p> <p>"If a document or sales presentation relating to a distributed energy generation system contains financial savings comparative estimates or utility rate comparative estimates, the document or sales presentation must include historical utility rates for the immediately preceding period of time that is of the same duration as the proposed financing or lease period for the same class of utility customer in the same utility service territory as the prospective buyer or lessee. There historical rates must be included in any comparative estimates." SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(14)(C) (2016).</p> |
| <b>California</b> | <p>"The board, in collaboration with the Public Utilities Commission, shall develop and make available a "solar energy system disclosure document" or documents that provide a consumer, at a minimum, accurate, clear, and concise information regarding the installation of a solar energy system, total costs of installation, anticipated savings, the assumptions and inputs used to estimate the savings, and the implications of various financing options." AB. 1070. Chapter 9 CA Bus &amp; Prof Code §7169(a) (2017).</p> <p>"On or before July 1, 2019, the commission shall develop standardized inputs and assumptions to be used in the calculation and presentation of electric utility bill savings to a consumer that can be expected by using a solar energy system by vendors, installers, or financing entities, and the commission and each electrical corporation shall post these standardized inputs and assumptions on their Internet Web sites." AB. 1070. Chapter 9 CA Bus &amp; Prof Code §2854.6(a) (2017).</p>  |
| <b>Florida</b>    | <p>"A description of the assumptions used to calculate any savings estimates provided to the buyer or lessee, and if such estimates are provided, a statement in substantially the following form: 'It is important to understand that future electric utility rates are estimates only. Your future electric utility rates may vary.'" SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(8) (2017).</p>   |
| <b>Nevada</b>     | <p><b>Lease Agreements</b></p> <p>"A description of the basis for any estimates of savings that were provided to the lessee, if applicable;" AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §11(3)(r) (2017).</p> <p><b>Purchase Agreements</b></p> <p>"A description of the basis for any estimates of savings that were provided to the purchaser, if applicable." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §13(13) (2017).</p>   |
| <b>New Mexico</b> | <p>"[A] description of the assumptions used for any savings estimates that were provided to the buyer or lessee;" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(16) (2017).</p> <p>"[A] disclosure that states: "Actual utility rates may go up or down and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission..." HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(A)(17) (2017).</p> <p>"If a promotional document or sales presentation related to a distributed energy generation system states that the system will result in certain financial savings for the buyer or lessee, the document or sales presentation shall provide the assumptions and calculations used to derive those savings." HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(D) (2017).</p> <p>"If a promotional document or sales presentation related to a distributed energy generation system states that the system will result in certain energy savings in terms of production, the document or sales presentation shall provide the assumptions and calculations used to derive those energy savings and any comparative estimates. If historical information is used, it shall be accompanied by the following statement: 'Historical data are not necessarily representative of future results.'" HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(E) (2017).</p>  |
| <b>New York</b>   | <p>"[T]wo separate statements in capital letters in close proximity to any written estimate of projected savings, with substantially the following form and content:</p> <p>"TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION." Section 13-52-202(c)(ii). New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.</p>   |

| State          | Relevant Provision(s)   |
|----------------|---|
| North Carolina | <p>"Include a disclosure, the receipt of which shall be separately acknowledged by the retail electric customer that states: 'Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action.'" HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(12) (2017).</p> <p>"If the agreement contains an estimate of the retail electric customer's future utility charges based on projected utility rates after the installation of a solar energy facility, provide an estimate of the retail electric customer's estimated utility charges during the same period as impacted by potential utility rate changes ranging from at least a five percent (5%) annual decrease to at least a five percent (5%) annual increase from current utility costs. The comparative estimates must be calculated based on the same utility rates." HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(11) (2017).</p>  |
| Utah           | <p>"[I]f the solar retailer provides any written estimate of the savings the potential customer is projected to realize from the system:</p> <ul style="list-style-type: none"> <li>(a) (i) the estimated projected savings over the life of the solar agreement; and</li> <li>(ii) at the discretion of the solar retailer, the estimated projected savings over any longer period not to exceed the anticipated useful life of the system;</li> <li>(b) any material assumptions used to calculate estimated projected savings and the source of those assumptions, including..." SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-202(2) (2018). <p>"two separate statements in capital letters in close proximity to any written estimate of projected savings, with substantially the following form and content:</p> <ul style="list-style-type: none"> <li>(i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR FURTHER INFORMATION REGARDING RATES, CONTACT YOUR LOCAL UTILITY OR THE STATE PUBLIC SERVICE COMMISSIONS."</li> <li>(ii) "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL FOR MORE INFORMATION."</li> </ul> <p>"[A] statement in capital letters with substantially the following form and content: "NO EMPLOYEE OR REPRESENTATIVE [name of solar retailer] IS AUTHORIZED TO MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED IN THIS DISCLOSURE STATEMENT CONCERNING COST SAVINGS, TAX BENEFITS, OR GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT RELY UPON ANY PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS DISCLOSURE STATEMENT." SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 §13-52-203(1) (2018).</p> </li></ul> |

## CUSTOMER COMPLAINTS/DISPUTE RESOLUTION

The process for filling and resolving solar customer complaints is explicitly addressed by Arizona, California, Nevada, and New York; see Table 15. Its omission by others may be because formal channels for complaints are already accommodated in other ways.

In Nevada, customers may file a complaint with the Public Utility Commission, which will direct them to the appropriate entity to resolve the complaint.<sup>47</sup> California requires the Contractor's State License Board to review complaints and publish them on its website. Disclosures in New York must explain the dispute resolution process and the consumer's right to contact the New York Department of Public Service.

Arizona is not included in the table below because its complaint provision is not a disclosure requirement; however, Arizona law does provide that solar complaints may be filed with the Registrar of Contractors. If a violation is determined, the Registrar may order payment as a remedy.<sup>48</sup>



**TABLE 15: Customer Complaint/Dispute Resolution Provisions in State Solar Contract Disclosure Policies**

| State      | Relevant Provision(s)   |
|------------|---|
| California | "Information on how and to whom customers may provide complaints." AB. 1070. Chapter 9 CA Bus & Prof Code §7169(b)(2) (2017).   |
| Nevada     | <p><b>Lease Agreements</b><br/>           "Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §9(13) (2017).</p> <p><b>Purchase Agreements</b><br/>           "Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §12(11) (2017).</p> <p><b>PPA Agreements</b><br/>           "Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada." AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §15(11) (2017).</p>   |
| New York   | <p>"Disclosure of any binding arbitration clauses or other terms that limit the customer's right to enforce the contract or seek damages from the courts;" New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.</p> <p>"Additionally, all contracts shall inform residential customers of their rights under HEFPA and the UBPDERS and provide all customers with information regarding contacting the Department for dispute resolution." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.</p> |



Samantha Donald/CEA



## SECTION 4

# Community Solar— Key Disclosure Elements

Community solar consumers' relationship with their solar PV systems is relatively abstract, compared to residential solar consumers who have installed panels on their own roofs. With community solar, consumers may neither see "their" panels nor know exactly where the panels are located. This disconnect makes it easier for consumers to sign up for community solar without understanding the risks and benefits. Because community solar involves complex ownership structures that include multiple parties and are generally constructed away from the consumer's home, community solar contracts can be particularly hard to understand.<sup>49</sup> As a result, some states that have community solar programs have adopted solar contract disclosure policies specific to their community solar programs. State-authorized community solar programs typically come with their own set of rules. Some state community solar programs require specific contract disclosure requirements for community solar contracts.

Currently, six states—Hawaii, Maryland, Minnesota, New York, Oregon, and Washington—have adopted community solar contract disclosure requirements. New Jersey<sup>50</sup> and North Carolina<sup>51</sup> have been legislatively authorized to develop community solar programs with solar contract disclosure requirements, but their disclosure requirements have not yet been published. Connecticut authorized a shared clean energy facility pilot program in 2015 (authorized by Public Act 15-113 and amended by Public Act 16-116), but its pilot program only incorporates solar contract disclosure requirements through its project solicitation process,<sup>52</sup> so it not included in the charts below. Two states—Maryland and New York—have published community solar specific disclosure forms. Those forms are provided in Appendix A.

The tables below show provisions contained in the policies of some or all of the six states that have adopted community solar contract disclosure requirements. Like the prior tables, the tables below are arranged alphabetically by state. If a state does not have a certain type of provision, it is not included in the table on that topic. The tables below only cover community solar contract provisions; all onsite and non-community solar-specific solar contract disclosure provisions are covered in Section 3 of this report.

## EARLY TERMINATION, UNSUBSCRIBING, AND SUBSCRIPTION TRANSFER

All six states that have adopted community solar contract disclosure policies have requirements related to early contract termination, unsubscribing or subscription transfer. Table 16 details these provisions.

**TABLE 16: Early Termination, Unsubscribing, and Subscription Transfer Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Hawaii</b>     | <p>"Terms and conditions for early termination." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p> <p>"The process for unsubscribing or transferring subscription and any associated costs." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p>   |
| <b>Maryland</b>   | <p>"Contract provisions regulating the disposition or transfer of a subscription to the CSEGS, as well as the costs or potential costs associated with such a disposition or transfer;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(b) (2016).</p> <p>"Terms and conditions for early termination, including:</p> <ul style="list-style-type: none"> <li>(i) Any penalties that the subscriber organization may charge to the subscriber; and</li> <li>(ii) The process for unsubscribing and any associated costs;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(f) (2016).</li> </ul> <p>"A statement that the customer may terminate the contract early, including:</p> <ul style="list-style-type: none"> <li>(i) Circumstances under which early cancellation by the customer may occur;</li> <li>(ii) Manner in which the customer shall notify the subscriber organization of the early cancellation of the contract;</li> <li>(iii) Duration of the notice period before early cancellation;</li> <li>(iv) Remedies available to the subscriber organization if early cancellation occurs; and</li> <li>(v) Amount of early cancellation fee;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(j) (2016).</li> </ul> |
| <b>New York</b>   | <p>"Provisions governing the process for rescinding or terminating an agreement by the Provider or the customer including provisions stating that a residential customer may rescind the agreement within three business days after its receipt without charge or penalty;"</p> <p>"A residential customer may rescind this agreement without penalty by calling the toll-free number within 3 business days of receipt of the sales agreement." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.</p>  |
| <b>Oregon</b>     | <p>"Early termination;" Oregon Public Utility Commission, "Consumer Protection Provisions." OAR 860-088-0100 (2018).</p>   |
| <b>Washington</b> | <p>"Contract provisions regulating the disposition or transfer of the project participant's interests in the project, including any potential costs associated with such a transfer;" SB. 5939, 65<sup>th</sup> Legislature. Chapter 36 Code of Washington Annotated §7(7)(b) (2017).</p>  |

## COSTS

Almost all the states that have adopted community solar contract disclosure policies have requirements related to disclosure of costs; Table 17. These often include nonrecurring and recurring costs.

TABLE 17: **Cost Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)   |
|-------------------|---|
| <b>Hawaii</b>     | <p>"All nonrecurring (i.e., one-time) charges." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p> <p>"All recurring charges and any escalation rate associated with those charges." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p> <p>"Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;"</p> <p>"Any penalties that the CBRE Subscriber Organization and/ or Owner may charge to the Subscriber." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p>   |
| <b>Maryland</b>   | <p>"The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a flat monthly rate or on a per-kilowatt-hour basis;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(1)(a)(i) (2016).</p> <p>"Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(1)(a)(ii) (2016).</p> <p>"All nonrecurring (one-time) charges;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(c) (2016).</p> <p>"All recurring (monthly, yearly) charges;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(d) (2016).</p> <p>"A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(h) (2016).</p> |
| <b>Minnesota</b>  | <p>"[T]he community Solar Garden Operator will fairly disclose the future costs and benefits of the subscription." Minnesota Public Utilities Docket No. E-002/M-13-867.</p>  |
| <b>New York</b>   | <p>"Amount and due date of nonrecurring charges;"</p> <p>"Amount and due date of recurring charges;"</p> <p>"If charges will increase or vary, by how much, based on what, and what notice will be given</p> <p>"Amount of Early Termination Fee, if any."</p> <p>"Method of calculation of Early Termination Fee." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.</p>  |
| <b>Oregon</b>     | <p>"Transparency of costs, risks, and benefits;"</p> <p>"Explanation of one-time and ongoing fees;"</p> <p>"Cancellation penalties;" Oregon Public Utility Commission, "Consumer Protection Provisions." OAR 860-088-0100 (2018).</p>   |
| <b>Washington</b> | <p>"The administrator of a community solar project may establish a reasonable fee to cover costs incurred in organizing and administering the community solar project. Project participants, prior to making the commitment to participate in the project, must be given clear and conspicuous notice of the portion of the incentive payment that will be used for this purpose." SB. 5939, 65<sup>th</sup> Legislature. Chapter 36 Code of Washington Annotated §7(4) (2017).</p> <p>"All recurring and nonrecurring charges;" SB. 5939, 65<sup>th</sup> Legislature. Chapter 36 Code of Washington Annotated §7(7)(c) (2017).</p>  |

## BILLING/PAYMENT PROCEDURES

Washington and Maryland have community solar contract disclosure requirement related to their billing procedures; see Table 18.

**TABLE 18: Billing/Payment Procedure Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Maryland</b>   | "A billing procedure description;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(o) (2016). |
| <b>Washington</b> | "A description of the billing and payment procedures." SB. 5939, 65 <sup>th</sup> Legislature. Chapter 36 Code of Washington Annotated §7(7)(d) (2017).                                      |

## SYSTEM DETAILS AND GENERAL ASSUMPTIONS

Maryland requires disclosure of the subscription type (fixed kilowatts hours per year, percentage of system nameplate capacity, fixed percentage of subscriber usages, or other). Only New York State requires disclosure of the location of the panels and size of the system. See Table 19.

**TABLE 19: System Details and General Assumption Provisions in State Solar Community Contract Disclosure Policies**

| State           | Relevant Provision(s)  |
|-----------------|--|
| <b>Maryland</b> | Subscription Type (Select One):<br>Fixed kilowatt-hours per year—XX kWh/year<br>XX% of CSEGS nameplate capacity and statement regarding total nameplate capacity of CSEGS<br>Fixed percentage of subscriber usage—up to X% of historical annual baseline usage<br>Other (describe) "Maryland Public Utilities Commission, "Maryland Community Solar Contract Summary." (2018). |
| <b>New York</b> | "Identify location of panels and size of system." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.   |





## ESTIMATED BENEFITS

Several states have included a requirement to estimate bill savings or cost projections associated with participating in a community solar program. Table 20 below shows states that have community solar contract disclosure provisions related to estimated savings.

**TABLE 20: Estimated Benefits Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)   |
|-------------------|---|
| <b>Hawaii</b>     | "Bill savings or added cost projections and a description of the methodology used to develop bill projections." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).  |
| <b>Maryland</b>   | "If the subscriber organization has presented estimated cost savings to the customer, the Disclosure form must state the customer's actual or assumed current electricity rate in cents or dollars/kWh and any projected savings presented to a potential subscriber shall include a comparison that projects future electricity rates increasing at not more than 1 percent per year." "Maryland Public Utilities Commission, "Maryland Community Solar Contract Summary." (2018). |
| <b>New York</b>   | "Estimate of kWh generation or percentage of system allocated to customer."<br>"Estimate of dollar value of credits generated by percentage of system allocated to customer."<br>"Estimate of net savings based on utility baseline, detailed in UBPDERS." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.   |
| <b>Washington</b> | "Plain language disclosure of the terms under which the project participant's share of any incentive payment will be calculated by the Washington State University extension energy program over the life of the contract;" SB. 5939, 65th Legislature. Chapter 36 Code of Washington Annotated §7(7)(a) (2017).  |

## SUBSCRIPTION SIZE

Only New York's community solar disclosure policy explicitly requires that customers be notified of the "percentage of output to be credited to the customer." New York's requirements related to subscription size are noted in Table 21 below.

**TABLE 21: Subscription Size Provisions in State Solar Community Contract Disclosure Policies**

| State           | Relevant Provision(s)  |
|-----------------|--|
| <b>New York</b> | "Explain how credits will be allocated to customer."<br>"Identify percentage of output to be credited to customer." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017. |

## WARRANTIES

New York requires community solar system operators to “[e]xplain whether [a] system is warrantied against defects and/or insured against loss” and to “explain the consequences to the customer of the system becomes inoperable.” Hawaii requires that a community solar customer receive a “[c]opy of the solar panel... and/or any other core component’s warranty.” No other states have adopted requirements related specifically to community solar system or parts warranties. See Table 22 for the relevant provisions.

TABLE 22: **Warranty Provisions in State Solar Community Contract Disclosure Policies**

| State    | Relevant Provision(s)   |
|----------|---|
| Hawaii   | “Bill savings or added cost projections and a description of the methodology used to develop bill projections.” Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017).                          |
| New York | “Explain whether system is warrantied against defects and/or insured against damage or loss; explain consequences to customer if system becomes inoperable.” New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017. |

## UNSUBSCRIBED PRODUCTION

Both Maryland and New York have requirements related to identifying or explaining how unsubscribed production will be allocated. Maryland and New York’s provisions are detailed in Table 23 below.

TABLE 23: **Unsubscribed Production Provisions in State Solar Community Contract Disclosure Policies**

| State    | Relevant Provision(s)  |
|----------|--|
| Hawaii   | “Bill savings or added cost projections and a description of the methodology used to develop bill projections.” Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017). |
| New York | “Identify how unsubscribed and banked credits will be allocated.” New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.   |

## TERM OF SUBSCRIPTION/RENEWAL PROCESS

Three states—Maryland, New York, and Hawaii—have community solar contract disclosure requirements related to the term of a customer’s subscription or contract and/or the process for renewal. Table 24 below shows the relevant provisions.

**TABLE 24: Terms of Subscription and Renewal Process Provisions in State Solar Community Contract Disclosure Policies**

| State           | Relevant Provision(s)  |
|-----------------|--|
| <b>Hawaii</b>   | “Bill savings or added cost projections and a description of the methodology used to develop bill projections.” Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017). |
| <b>New York</b> | “Term of subscription and process for contract renewal.” New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.  |

## DATA SHARING AND PRIVACY POLICY

Several states have addressed data sharing and privacy in their community solar contract requirements. Maryland, New York, Hawaii, Minnesota, and Oregon all have included data sharing or privacy policies in their community solar contract disclosure requirements; see Table 25 below.

**TABLE 25: Data Sharing and Privacy Policy Provisions in State Solar Community Contract Disclosure Policies**

| State           | Relevant Provision(s)  |
|-----------------|--|
| <b>Hawaii</b>   | “An explanation of how the CBRE Subscriber Organization and/or Owner and Administrator will share the Subscribers’ data with each other.” Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017).<br><br>“Data privacy policies of Administrator and CBRE Subscriber Organization and/or Owner.” Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017). |
| <b>Maryland</b> | “The data privacy policies of the subscriber organization;” Maryland Public Service Commission, “Contracts for Customer Subscription in a Community Solar Energy Generation System.” COMAR 20.62.05.08§(A)(p) (2016).  |
| <b>New York</b> | “Explain what data provider will request from the customer’s utility and how that data will be used<br>“Explain provider’s data privacy policies” New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.   |
| <b>Oregon</b>   | “Data privacy and security;” Oregon Public Utility Commission, “Consumer Protection Provisions.” OAR 860-088-0100 (2018).  |

## PRODUCTION PROJECTIONS

Washington, Maryland, and Hawaii require that production projections must be accompanied by a description of the methodology used to develop the projections for community solar contracts. New York state requires that contracts that contain a production guarantee must explain the guarantee; and those that don't must state: "This agreement offers no production guarantee."<sup>53</sup> See Table 26 below.

**TABLE 26: Production Projections Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)   |
|-------------------|---|
| <b>Hawaii</b>     | "Production projections and a description of the methodology used to develop production projections." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).  |
| <b>Maryland</b>   | "Current production projections and a description of the methodology used to develop production projections;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(i) (2016).   |
| <b>New York</b>   | "For contracts with a production guarantee, an explanation of that guarantee and compensation for underproduction."<br>"For other contracts, a statement that 'This agreement offers no production guarantee.'"<br>"For contracts guaranteeing that a customer will save money, an explanation of that guarantee. For other contracts, a statement that "This agreement offers no guaranteed savings." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017. |
| <b>Washington</b> | "Current production projections and a description of the methodology used to develop the projections;" SB. 5939, 65th Legislature. Chapter 36 Code of Washington Annotated §7(7)(f) (2017).   |

## CUSTOMER COMPLAINTS/GRIEVANCE PROCESS

Many of the states that have adopted community solar contract disclosure policies have provisions related to customer complaints. Most of these provisions require the community solar provider or subscriber organization to provide contact information for customer questions and complaints. Provisions in state community solar contract disclosure policies related to customer complaints are noted in Table 27 below.

**TABLE 27: Customer Complaints and Grievance Process Provisions in State Solar Community Contract Disclosure Policies**

| State         | Relevant Provision(s)  |
|---------------|--|
| <b>Hawaii</b> | "A statement that the CBRE Subscriber Organization and/or Owner is solely responsible for resolving any disputes with Administrator or the Subscriber about the accuracy of the CBRE Project production." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).<br>"A statement that Administrator is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the bill credit." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).<br>"CBRE Subscriber Organization and/or Owner contact information for questions and complaints and agreement to update and notify the Subscriber if ownership changes hands." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017). |



| State             | Relevant Provision(s)   |
|-------------------|---|
| <b>Maryland</b>   | <p>"A dispute procedure" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(l) (2016).</p> <p>"Contact information for the subscriber organization for questions and complaints;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(u) (2016).</p> |
| <b>New York</b>   | "Explain Provider's dispute resolution process and customer's right to contact the Department of Public Service." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.  |
| <b>Oregon</b>     | "Prior to executing a contract with a participant, the Project Manager must provide the participant a Commission approved checklist that discloses the charges, terms and conditions of service, the process for dispute resolution, and other items set forth in the Program Implementation Manual." Oregon Public Utility Commission, "Consumer Protection Provisions." OAR 860-088-0100 (2018).  |
| <b>Washington</b> | "Contact information for questions and complaints;" SB. 5939, 65th Legislature. Chapter 36 Code of Washington Annotated §7(7)(g) (2017).  |

## UNDERPERFORMANCE ISSUES

Several states have adopted community solar contract disclosure policies related to system underperformance or nonperformance (i.e., when they are out of service). Table 28 shows community solar contract disclosure provisions related to underperformance.

**TABLE 28: Underperformance Provisions in State Solar Community Contract Disclosure Policies**

| State             | Relevant Provision(s)  |
|-------------------|--|
| <b>Hawaii</b>     | <p>"Under what circumstance and by what method will notice to Subscribers be issued when the CBRE Project is out of service, including notice of estimated length and loss of production." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p> <p>"Definition of underperformance and a description of the compensation to be paid by the CBRE Subscriber Organization and/or Owner for any underperformance (i.e., an output guarantee)." Public Utilities Commission of the State of Hawaii, "For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters." (2017).</p> |
| <b>Maryland</b>   | "A description of any compensation to be paid for underperformance;" Maryland Public Service Commission, "Contracts for Customer Subscription in a Community Solar Energy Generation System." COMAR 20.62.05.08§(A)(q) (2016).   |
| <b>New York</b>   | "Identify whether and how provider will offer notice when project is out of service, estimated time of restoration, whether and how customer will be compensated for any loss of production." New York Public Service Commission, "Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers." October 19, 2017.   |
| <b>Washington</b> | "A description of any compensation to be paid in the event of project underperformance;" SB. 5939, 65th Legislature. Chapter 36 Code of Washington Annotated §7(7)(e) (2017).  |

SECTION 5

## Recommendations for States

Below are eight recommendations for states related to solar contract disclosure.

### **1. States should consider adopting solar contract disclosure requirements.**

States should consider special contract requirements for the solar industry even though many other industries aren't encumbered with their trade-specific contract disclosure requirements for several reasons:

- The solar market in United States is still relatively young, so it is especially important for the solar industry to build and retain public trust. Unlike some products that have a long, proven track record and established business norms, well-known brands and proven practices for solar PV systems or installers haven't necessarily been firmly established. Some



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consumers' understanding of solar technologies, ownership models, financing tools, and contract terms may be low. If consumers feel that the equipment they purchased does not perform as advertised, or if they feel misled by unreliable vendors and service providers, the whole solar industry could be blemished.

- Solar is complicated and can involve complex financing and ownership models. With so many solar product options available, the solar marketplace can be difficult to navigate. It can be hard to choose among different packages and vendors. It can be particularly hard to understand the differences between products because solar sales often involve industry jargon and technical terms. Compounding the problem is the fact many solar companies have similar-sounding names.
- Investing in solar can involve large financial obligations and long-term contracts. There may be a lot at stake. Buying a residential solar system outright, for instance, can cost between \$15,000 and \$30,000. In some cases, solar contracts can last 25 years or more.
- Solar's value proposition can vary considerably by jurisdiction. The basic assumptions and structure of arrangements for buying commodity products usually doesn't change by state. Solar is different. The regulatory frameworks governing solar compensation, solar incentives, and solar product offerings differ between locations. For example, whether and how net metering works and whether community solar or third-party ownership models for solar are available may depend upon the state in which a consumer lives.

Not all of these elements are unique to solar, but taken together, they may make the solar market particularly susceptible to consumer protection concerns. Although there is no evidence that consumer protection problems are occurring with more frequency or flagrancy than for other industries, states can and should act proactively to help ensure that the distributed solar market stays consumer friendly.

### BOX 3

## Potential Solar Consumer Protection Issues

### Solar Marketing

- Consumers have difficulty identifying reputable and reliable installers
- Incomplete or misleading projections of consumers' cost savings
- False advertising claims
- High-pressure sales tactics

### Solar Products and Contracting

- Product confusion (for example, owning panels, financing panels, leasing roof space, purchasing electricity from certain panels, or purchasing a portion of electricity from an array)
- Confusing contract terms and unexpected costs or fees (for example, escalators, high-cost loans, late-payment penalties, termination fees)
- Confusion about the applicability of incentives
- Confusion about who owns Renewable Energy Credits (RECs) and misleading claims about who receives solar electricity
- Solar-related real estate restrictions (fixture filings)

### Solar Installation and Performance

- Inadequate warranties or consumers are unable to collect on warranty claims
- Installations do not produce as much electricity or otherwise perform as promised
- Installations are poor quality or have improper wiring or safety problems

**2. States should solicit feedback from a wide variety of stakeholders, including consumer advocates and the solar industry, and rely on administrative expertise in developing solar contract disclosure requirements.**

In developing solar contract disclosure requirements, states should solicit input and feedback from a range of stakeholders. Consumer advocates and the solar industry are particularly important stakeholders in this process. Although there are real and important solar consumer protection issues that need to be addressed, some solar industry representatives have argued that solar consumer protection concerns have been used as a pretense to hold back the solar industry in favor of competing industries. Striking the right balance is important. In an ideal world, solar contract disclosure requirements should be protective without unnecessarily stifling the solar industry.

By enacting a solar contract disclosure framework legislatively, states can delegate rulemaking authority to the appropriate agency to promulgate regulations related to solar contract disclosure or to develop a standardized state solar contract disclosure form. This approach harnesses the expertise of state agency staff who work with solar contractors, and it may allow for greater flexibility to amend the solar disclosure requirements as consumer and market needs change.

Some state agencies may already have the statutory authority to take regulatory action on solar contract disclosure without further legislation. In 2017, for example, the New York Public Service Commission (PSC) issued an *Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers* with information to be included in customer disclosure statements.<sup>54</sup> The order concludes that the state's pre-existing Public Service Law (PSL) grants legal authority for the PSC to regulate Distributed Energy Resource suppliers in the state and to establish uniform business practices and required contract disclosures for these suppliers. Various stakeholders have raised doubts about the extent of the PSC's jurisdiction in this area—SEIA, for instance, contends that the PSC “Order’s assertion of essentially unfettered jurisdiction is not grounded in the PSL”<sup>55</sup>—but the Commission order remains in effect.

**3. States should build flexibility into their solar contract disclosure policies so that they can be amended over time.**

States should establish manageable paths for modification of the required solar contract disclosures as policies and needs change. Building in flexibility for an administrative agency to amend a requirement over time may be a prudent approach.



#### **4. States should strive to establish solar contract disclosure requirements that are straightforward and accessible to consumers.**

In establishing solar contract disclosure requirements, states should not lose sight of who stands to directly benefit from these policies: consumers. Whatever requirements are adopted, they should be readable and comprehensible for consumers. States should consider the wording of solar contract disclosure requirements carefully. If disclosure requirements are not well crafted, they could undercut their goals by creating more confusion than clarity.

#### **5. States should consider the advantages and disadvantages of mandating disclosures versus developing and requiring the use of a solar contract form or coversheet.**

There is no disclosure policy that is necessarily right for all states and all circumstances. From the solar industry's point of view, it might be more convenient to have country-wide uniform contract disclosure requirements. Individual states, however, have various regulatory structures for solar and different consumer protection needs. Regional standardization on solar consumer protection may therefore not be realistic. Still, seeing how other states have approached solar contract disclosure requirements and how these approaches have worked, can be instructive.

There are advantages and disadvantages to different approaches to solar contract disclosure requirements. For example, developing a standard solar contract disclosure form and requiring all installers in the state to use it may be a sound approach in some cases, but it may be too restrictive or inadequate in others. Mandating disclosure of some provisions in all solar contracts might be a less rigid approach, but it may be vulnerable to gaming or obfuscation tactics.

States should consider developing disclosure checklists or streamlined contract cover sheets containing key information. Including a table of contents can make the contracts more readable and digestible for customers. Requiring consumers to initial each disclosure provision may help to ensure that they read the entirety of a contract.

#### **6. States should include mechanisms to enforce solar contract disclosure requirements.**

The effectiveness of any requirement depends on its enforcement. States should include mechanisms to enforce solar contract disclosure requirements and set aside resources for this. In addition to ensuring that required provisions are included in solar contracts, states should verify the information provided to consumers by solar contractors is accurate. For example, some states require that solar contracts include estimated annual performance degradation of the distributed energy system. States should make sure these estimates are reasonable and based on legitimate assumptions.

**7. States should establish and publicize pathways for aggrieved solar customers to file complaints.**

Solar contract disclosure requirements should be accompanied by pathways for aggrieved solar customers to file complaints and obtain redress. In some cases, the best solution might be to use the same grievance procedures that are used for problems with other types of businesses, perhaps through a consumer protection division. This might be through a consumer protection division at the state attorney general's office. In other cases, there might be a solar-specific process housed at the Public Utilities Commission or somewhere else in state government. Regardless, it's helpful for consumers to know where to turn if they have solar sales issues.

**8. States should supplement solar contract disclosures by offering unbiased, easy-to-understand solar information to prospective consumers.**

States should consider providing supplemental information about solar for consumers.<sup>56</sup> By providing unbiased solar information to consumers, states can facilitate sound consumer decision-making that results in the reduced need for resources to respond to individual solar consumer inquiries, or to redress problems with solar purchases. Requiring contracts to include or link to Frequently Asked Questions and straightforward answers can provide consumers with information regarding their solar contracts.

Solar contract disclosure requirements alone, no matter how robust, cannot fully insulate solar consumers from all potential contracting issues. States have other mechanisms at their disposal for addressing solar consumer protection, including consumer education, equipment standards and warranties, installation codes and regulation, installer rating systems and licensing and certification, solar program rules (e.g., rules for community solar programs, solar incentive programs, or group purchasing programs), and grievance procedures. States should consider these approaches to solar consumer protection as well.

## APPENDIX A

# Sample State Solar Contract Disclosure Forms

Several states have produced disclosure forms for solar providers to use when contracting with customers in their states. Some states have passed legislation directing the publication of solar disclosure form, but there are still in the process of developing them. Published state solar disclosure forms are provided below:

### Florida (pages 48–59)

Distributed Energy System Lease Disclosure Form (page 48)

[http://www.floridabuilding.org/fbc/publications/sb90\\_forms/Renewable\\_Energy\\_Source\\_Devices\\_Lease\\_Disclosure\\_Form\\_Final.pdf](http://www.floridabuilding.org/fbc/publications/sb90_forms/Renewable_Energy_Source_Devices_Lease_Disclosure_Form_Final.pdf)

Distributed Energy System Purchase Disclosure Form (page 54)

[http://www.floridabuilding.org/fbc/publications/sb90\\_forms/Renewable\\_Energy\\_Source\\_Devices\\_Purchase\\_Disclosure\\_Form\\_Final.pdf](http://www.floridabuilding.org/fbc/publications/sb90_forms/Renewable_Energy_Source_Devices_Purchase_Disclosure_Form_Final.pdf)

### Maryland (pages 60–61)

[https://www.psc.state.md.us/wp-content/uploads/Community-Solar-Contract-Disclosure-Form-and-Instructions\\_04162018.pdf](https://www.psc.state.md.us/wp-content/uploads/Community-Solar-Contract-Disclosure-Form-and-Instructions_04162018.pdf)

### Massachusetts (pages 62–67)

Community Solar Customer Disclosure Form (page 62)

<https://www.mass.gov/media/1866381/download>

Small System Customer Disclosure Form (Third-party owned) (page 64)

<https://www.mass.gov/media/1866396/download>

Small System Customer Disclosure Form (Direct Ownership) (page 66)

<https://www.mass.gov/media/1866386/download>

### Nevada (pages 68–73)

[http://puc.nv.gov/uploadedFiles/puc.nv.gov/Content/Consumers/Fact\\_Sheets/Utility\\_Regulation\\_Fact\\_Sheets/Fact\\_Sheet\\_Consumer\\_Protections\\_REBR.pdf](http://puc.nv.gov/uploadedFiles/puc.nv.gov/Content/Consumers/Fact_Sheets/Utility_Regulation_Fact_Sheets/Fact_Sheet_Consumer_Protections_REBR.pdf)

### New Mexico (pages 74–87)

Distributed Generation Disclosure Statement  
[https://www.nmag.gov/uploads/files/Consumer/Solar%20Disclosure%20Final%20Form%20v\\_1%20for%20use%20after%201\\_1\\_18.pdf](https://www.nmag.gov/uploads/files/Consumer/Solar%20Disclosure%20Final%20Form%20v_1%20for%20use%20after%201_1_18.pdf)

### New York (pages 78–81)

Standard solar disclosure forms for community distributed generation (CDG) projects and on-site mass market distributed generation providers:

Distributed Generation (page 76)

[http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/eab5a735e908b9fe8525822f0050a299/\\$FILE/New%20York%20Generation%20System%20Disclosure%20Form6.1.18.docx](http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/eab5a735e908b9fe8525822f0050a299/$FILE/New%20York%20Generation%20System%20Disclosure%20Form6.1.18.docx)

Community Distributed Generation Systems (page 78)

[http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/eab5a735e908b9fe8525822f0050a299/\\$FILE/New%20York%20Community%20Distributed%20Generation%20Disclosure%20Form6.1.18.docx](http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/eab5a735e908b9fe8525822f0050a299/$FILE/New%20York%20Community%20Distributed%20Generation%20Disclosure%20Form6.1.18.docx)

**DISTRIBUTED ENERGY GENERATION SYSTEM LEASE DISCLOSURE FORM**

Pursuant to Chapter 520, Part II, Florida Statutes, this disclosure is designed to help you understand the terms and costs of your lease of a distributed energy generation system ("System"). It is not a substitute for the lease ("Lease") and other documents associated with this transaction. All information presented below is subject to the terms of your Lease.

**Read all documents carefully so you fully understand the transaction.**

| LESSOR  |  | INSTALLER                   |  |
|---|--|-----------------------------|--|
| Name:   |  | Name:                       |  |
| Address:  |  | Address:                    |  |
| Phone Number:   |  | Phone Number:               |  |
| Email:  |  | Email:                      |  |
| License # (if applicable):  |  | State Contractor License #: |  |
| WARRANTY/MAINTENANCE PROVIDER (If different from Installer)   |  |                             |  |
| Name:   |  | Address:                    |  |
| Phone Number:   |  | Email:                      |  |
| State Contractor License #:   |  |                             |  |
| LESSEE  |  |                             |  |
| Name:   |  | Address:                    |  |
| Phone Number:   |  | Email:                      |  |
| <p><b>*NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A DISTRIBUTED ENERGY GENERATION SYSTEM. YOU WILL LEASE (NOT OWN) THE SYSTEM INSTALLED ON YOUR PROPERTY.</b></p> <p><b>YOU ARE RESPONSIBLE FOR PROPERTY TAXES ON PROPERTY YOU OWN. CONSULT A TAX PROFESSIONAL TO UNDERSTAND ANY TAX LIABILITY OR ELIGIBILITY FOR ANY TAX CREDITS THAT MAY RESULT FROM THE PURCHASE OF YOUR DISTRIBUTED ENERGY SYSTEM.</b></p> |  |                             |  |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.



| Total Cost<br>(A)   | Amount & Term<br>(B)   | Total Estimated Lease<br>Payments (C)  |
|---|--|--|
| <p>Total cost to be paid, including any interest, installation fees, document preparation fees, service fees or other (_____) fees:<br/>\$ _____</p> <p>State or federal tax incentive(s) or rebate(s) relied upon by seller in determining the price of the System:<br/>_____<br/>_____<br/>_____<br/>_____</p> <p>Value of Incentive/Rebates Included: \$ _____</p> <p><b>*NOTE:</b> You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.</p>  | <p>The initial term of Lease:</p> <p><input type="checkbox"/> _____ Years<br/><input type="checkbox"/> _____ Months</p> <p>Your monthly payment during the term of your Lease:<br/>\$ _____</p> <p>Number of Lease payments:<br/>_____</p> | <p>Total of all your monthly payments and estimated taxes over the course of Lease:<br/>\$ _____</p> <p>Your estimated total Lease payments over the initial term of the Lease excluding taxes are:<br/>\$ _____</p> |
| <p align="center"><b>Other Possible Charges (D)</b></p> <p>Other charges you may have to pay under your Lease:</p> <p><b>Late Charge:</b><br/> <input type="checkbox"/> If a payment is more than _____ days late, you will be charged \$ _____ <b>OR</b><br/> <input type="checkbox"/> Late payments accrue interest at _____% annually not to exceed the maximum allowable by law.</p> <p><b>Estimated System Removal Fee:</b> \$ _____ <b>Maintenance Fee:</b> \$ _____</p> <p><b>UCC Notice Removal and Re-filing Fee:</b><br/> If you refinance your mortgage, you may have to pay \$ _____</p> <p><b>Returned Checks:</b><br/> If any check or withdrawal right is returned or refused by your bank, you may be charged \$ _____ (or a lower amount if required by law)</p> <p><b>Non-Connection to Internet:</b><br/> If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ _____ and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. <b>See Section O.</b></p> <p><b>Automated Clearing House (ACH) Fee:</b> \$ _____</p> |  |  |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

| Payment Schedule<br>(E)  | When Payments are Due<br>(F)  | Installation Timing<br>(G)  |
|--|---|---|
| Amount you owe at Lease signing:<br>\$ _____<br><br>Amount you owe at the commencement of installation:<br>\$ _____<br><br>Amount you owe at the completion of installation:<br>\$ _____<br><br>You will make a final payment to Lessor in the amount of \$ _____ at the following time (e.g., interconnection):<br>_____  | The first payment on your Lease is due on the _____ day of the first calendar month after your System is connected.<br><br>You will receive:<br><input type="checkbox"/> Electronic Invoices (sent to your email address above)<br><br><input type="checkbox"/> Paper Invoices (sent to your mailing address above) | Approximate Start Date: _____ days from the date the agreement is signed or _____ (date).<br><br>Approximate Completion Date: _____ days from the date the agreement is signed or _____ (date). |
| <b>Interconnection Approval (H)</b><br><input type="checkbox"/> <b>YOU</b> are or <input type="checkbox"/> <b>LESSOR</b> is responsible for submitting a System interconnection application.<br><br><b>NOTE:</b> It is important to understand the requirements of interconnection rules and/or policies for renewable energy systems which may vary based on location or utility jurisdiction. For further information regarding interconnection standards, please contact your local utility or public service commission.   |   |   |
| <b>Site &amp; Design Assumptions for your Leased System (I)</b> <ul style="list-style-type: none"> <li>Estimated size of the System in kilowatts: _____ (kWdc)</li> <li>Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: _____</li> <li>Estimated annual System production decrease due to natural aging of the System: _____%</li> <li>System location on your property: _____</li> <li>System <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> be connected to the electric grid</li> <li>At the time of installation, your local utility <input type="checkbox"/> <b>DOES</b> <input type="checkbox"/> <b>DOES NOT</b> credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.</li> <li>Make _____</li> <li>Model _____</li> </ul> <p><b>*NOTE:</b> A lessor who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components.</p> |   |   |
| <b>Security Filings (J)</b><br>Lessor <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> place a lien on your home as part of entering the Lease.<br>Lessor <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> file a fixture filing or a State Of Florida UCC Financing Statement Form (UCC-1) on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is <b>not</b> a lien.  |   |   |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

**System Maintenance & Repairs (K)**

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☐ **IS** ☐ **IS NOT** included for \_\_\_\_\_ years by \_\_\_\_\_ (e.g., Installer, Maintenance Provider).

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☐ **ARE** ☐ **ARE NOT** provided by the \_\_\_\_\_ (e.g., Installer, Other).

Please review your Lease for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

**Roof Warranty (L)**

Your roof ☐ **IS** ☐ **IS NOT** warranted against leaks from the System installation for \_\_\_\_\_ years by \_\_\_\_\_ (e.g., Provider, Installer, Other).

Your roof ☐ **IS** ☐ **IS NOT** warranted against leaks caused by removal of the System for a period of \_\_\_\_\_ years following System removal. Any portions of your roof impacted by the System ☐ **WILL** ☐ **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

**Transferring Your Lease and Selling Your Home (M)**

If you sell your home, you ☐ **MAY** ☐ **MAY NOT** transfer the Lease to the purchaser(s) of your home. If transfer of ownership is permitted, the transfer will be subject to the following conditions:

- ☐ Credit check on the purchaser(s) by the Lessor
- ☐ Minimum FICO score requirement: \_\_\_\_\_
- ☐ Transfer fee of \$ \_\_\_\_\_
- ☐ Assumptions of Agreement by purchaser(s)
- ☐ Other \_\_\_\_\_

If you sell your home, you ☐ **ARE** ☐ **ARE NOT** permitted to transfer the System to a new home or property.

You may also have the option(s) to purchase the System or prepay some or all of the Lease Balance as part of or prior to a transfer.

You ☐ **ARE** ☐ **ARE NOT** permitted to make modification(s) to the System. If modification(s) of the System is permitted, such action will be subject to the following conditions:

- ☐ System guarantees or warranties ☐ **ARE** ☐ **ARE NOT** rendered void
- ☐ Provider is not responsible or liable for any loss or damage that may occur as a result of any modifications
- ☐ Other \_\_\_\_\_

**Transfer of Obligations by Lessor (N)**

Your Lease may be assigned, sold or transferred by Lessor without your consent to a third-party who will be bound to all the terms of the Lease. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Lease questions, payments, maintenance or repair requests.

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

**System Guarantee (O)**

In terms of your full System, Lessor is providing you with a:

- ☐ System performance or electricity production guarantee\*
- ☐ Other type of System guarantee\*
- ☐ No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

**\*Please provide description in the space provided under Section T.**

**Utility and Electricity Usage/Savings Assumptions (P)**

You ☐ **HAVE** ☐ **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Lease.

**If you HAVE been provided with an Estimate, Lessor provides the following:**

Lessor ☐ **IS** ☐ **IS NOT** guaranteeing these savings.

Your Estimate was calculated based on:

- ☐ Your estimated prior electricity use
- ☐ Your actual prior electricity use
- ☐ Your estimated future electricity use

Your Estimate assumes the following:

- ☐ Years of electricity production from the System: \_\_\_\_\_
- ☐ A current estimated **utility electricity rate** of \_\_\_\_\_ [cost per kilowatt-hour] during the first Lease year with estimated increases of \_\_\_\_\_ percent annually. Lessor based this estimate on the following source(s): \_\_\_\_\_
- ☐ Your utility will continue to credit you for excess energy your System generates at
- ☐ **ESTIMATED FUTURE** ☐ **CURRENT** utility electricity rates

**NOTE:** It is important to understand that future electric utility rates are estimates only. Your future electric utility rates and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Lease carefully for more details.

**Renewable Energy Certificates (RECs) (Q)**

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System ☐ **WILL** ☐ **WILL NOT** be assigned to the Lessor. If Lessor is assigned the RECs, you will not own the RECs to sell, use or claim them, and Lessor may sell the RECs to a third party.

**Cooling Off Period/Right to Cancel (R)**

You have the right to terminate this Lease without penalty within \_\_\_\_\_ [no less than three] business days after the agreement is signed by both parties by notifying Lessor in writing at the above address.

**NOTE:** This section does not apply IF agreement is to lease a distributed energy generation system in a solar community in which the entire community has been marketed as a solar community and all of the homes in the community are intended to have a distributed energy generation system, or a solar community in which the developer has incorporated solar technology for purposes of meeting the Florida Building Code in s. 553.73, F.S.

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.



**Insurance Policies and Coverage (S)**

- ☐ Lessor **will not** insure for any loss or damage to the System.
- ☐ Lessor **will** insure System for any loss or damage, except under the following circumstances:

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** Lessee is responsible for obtaining insurance policies or coverage for any loss of or damage to the System not covered under the lessor's obligations as indicated above. Please consult an insurance professional to understand how to protect against the risk of loss or damage to the System.

**Additional Disclosures or Terms (T)****Individual Completing this Form:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

**DISTRIBUTED ENERGY GENERATION SYSTEM PURCHASE DISCLOSURE FORM**

Pursuant to Chapter 520, Part II, Florida Statutes, this disclosure is designed to help you understand the terms and costs of your purchase of a distributed energy generation system ("System"). It is not a substitute for the contract ("Contract") and other documents associated with this transaction. All information presented below is subject to the terms of the Contract.

**Read all documents carefully so you fully understand the transaction.**

| SELLER   |  | INSTALLER                   |  |
|--|--|-----------------------------|--|
| Name:  |  | Name:                       |  |
| Address:   |  | Address:                    |  |
| Phone Number:  |  | Phone Number:               |  |
| Email:   |  | Email:                      |  |
| License # (if applicable):   |  | State Contractor License #: |  |
| WARRANTY/MAINTENANCE PROVIDER (If different from Installer)  |  |                             |  |
| Name:  |  | Address:                    |  |
| Phone Number:  |  | Email:                      |  |
| State Contractor License #:  |  |                             |  |
| CUSTOMER   |  |                             |  |
| Name:  |  | Address:                    |  |
| Phone Number:  |  | Email:                      |  |
| <p><b>*NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A DISTRIBUTED ENERGY GENERATION SYSTEM. YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOUR PROPERTY.</b></p> <p><b>YOU ARE RESPONSIBLE FOR PROPERTY TAXES ON PROPERTY YOU OWN. CONSULT A TAX PROFESSIONAL TO UNDERSTAND ANY TAX LIABILITY OR ELIGIBILITY FOR ANY TAX CREDITS THAT MAY RESULT FROM THE PURCHASE OF YOUR DISTRIBUTED ENERGY SYSTEM.</b></p> |  |                             |  |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

| Purchase Price<br>(A)  | Payment Schedule<br>(B)  | Financing<br>(C)   |
|--|--|--|
| <p>Your purchase price:<br/>\$ _____</p> <p>State or federal tax incentive(s) or rebate(s) relied upon by seller in determining the price of the System:<br/>_____<br/>_____<br/>_____<br/>_____</p> <p>Value of Incentive/Rebates Included: \$ _____</p> <p><b>*NOTE:</b> You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.</p>   | <p>Amount you owe Seller at Contract signing:<br/>\$ _____</p> <p>Amount you owe Seller at the commencement of installation:<br/>\$ _____</p> <p>Amount you owe Seller at the completion of installation:<br/>\$ _____</p> <p>You will make a final payment to Seller in the amount of \$ _____ at the following time (e.g., interconnection):<br/>_____</p> | <p>The System:<br/> <input type="checkbox"/> <b>WILL</b> be financed<br/> <input type="checkbox"/> <b>WILL NOT</b> be financed; or<br/> <input type="checkbox"/> Financing of System <b>UNKNOWN</b> to Seller</p> <p>The Seller:<br/> <input type="checkbox"/> <b>WILL</b> assist in financing<br/> <input type="checkbox"/> <b>WILL NOT</b> assist in financing</p> <p><b>NOTE:</b> If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. <b>This statement does not contain the terms of your financing agreement.</b> If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.</p> |
| <p align="center"><b>Other Possible Fees (D)</b></p> <p><b>Late Charge:</b><br/> <input type="checkbox"/> If a payment is more than ____ days late, you will be charged \$ _____ <b>OR</b><br/> <input type="checkbox"/> Late payments accrue interest at ____% annually not to exceed the maximum allowable by law.</p> <p><b>Estimated System Removal Fee:</b> \$ _____</p> <p><b>Maintenance Fee:</b> \$ _____</p> <p><b>UCC Notice Removal and Re-filing Fee:</b><br/>           If you refinance your mortgage, you may have to pay \$ _____</p> <p><b>Returned Checks:</b><br/>           If any check or withdrawal right is returned or refused by your bank, you may be charged \$ _____ (or a lower amount if required by law)</p> <p><b>Non-Connection to Internet:</b><br/>           If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ _____ and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. <b>See Section N.</b></p> <p><b>Automated Clearing House (ACH) Fee:</b> \$ _____</p> |  |  |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

| Total Cost<br>(E)  | Installation Timing<br>(F)  | Interconnection Approval<br>(G)   |
|--|---|---|
| Total cost to be paid, including any interest, installation fees, document preparation fees, service fees or other (_____) fees:<br>\$_____  | Approximate Start Date: _____ days from the date the agreement is signed or _____ (date).<br><br>Approximate Completion Date: _____ days from the date the agreement is signed or _____ (date). | <input type="checkbox"/> <b>YOU</b> are or <input type="checkbox"/> <b>SELLER</b> is responsible for submitting a System interconnection application.<br><br><b>NOTE:</b> It is important to understand the requirements of interconnection rules and/or policies for renewable energy systems which may vary based on location or utility jurisdiction. For further information regarding interconnection standards, please contact your local utility or public service commission. |
| <b>Site &amp; Design Assumptions for your Purchase (H)</b>   |   |   |
| <ul style="list-style-type: none"> <li>Estimated size of the System in kilowatts: _____ (kWdc)</li> <li>Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: _____</li> <li>Estimated annual System production decrease due to natural aging of the System: _____%</li> <li>System location on your property: _____</li> <li>System <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> be connected to the electric grid</li> <li>At the time of installation, your local utility <input type="checkbox"/> <b>DOES</b> <input type="checkbox"/> <b>DOES NOT</b> credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.</li> <li>Make _____</li> <li>Model _____</li> </ul> <p><b>*NOTE:</b> A seller who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components.</p> |   |   |
| <b>Security Filings (I)</b>  |   |   |
| Seller <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> place a lien on your home as part of entering the Contract.<br>Seller <input type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> file a fixture filing or a State of Florida UCC Financing Statement Form (UCC-1) on the System. The UCC-1 is a public filing providing notice that Seller owns the System, but is <b>not</b> a lien.  |   |   |
| <b>System Maintenance &amp; Repairs (J)</b>  |   |   |
| <p>“System maintenance” refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance <input type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> included for _____ years by _____ (e.g., Installer, Maintenance Provider).</p> <p>“System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs <input type="checkbox"/> <b>ARE</b> <input type="checkbox"/> <b>ARE NOT</b> provided by the _____ (e.g., Installer, Other).</p> <p>Please review your Contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.</p>   |   |   |

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.



**Roof Warranty (K)**

Your roof ☐ **IS** ☐ **IS NOT** warranted against leaks from the System installation for \_\_\_\_\_ years by \_\_\_\_\_ (e.g., Provider, Installer, Other).

Your roof ☐ **IS** ☐ **IS NOT** warranted against leaks caused by removal of the System for a period of \_\_\_\_\_ years following System removal. Any portions of your roof impacted by the System ☐ **WILL** ☐ **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

**Modification/Transfer of System Ownership and Selling Your Home (L)**

If you sell your home, you ☐ **MAY** ☐ **MAY NOT** transfer ownership to the purchaser(s) of your home. If transfer of ownership is permitted, the transfer will be subject to the following conditions:

- ☐ Transfer fee of \$ \_\_\_\_\_
- ☐ Assumptions of the Contract by purchaser(s)
- ☐ Assumptions of the Finance Agreement by purchaser(s)
- ☐ Other \_\_\_\_\_

If you sell your home, you ☐ **ARE** ☐ **ARE NOT** permitted to transfer the System to a new home or property.

You may also have the option(s) to purchase the System or prepay some or all of the Outstanding Finance Balance as part of or prior to a transfer.

You ☐ **ARE** ☐ **ARE NOT** permitted to make modification(s) to the System. If modification(s) of the System is permitted, such action will be subject to the following conditions:

- ☐ System guarantees or warranties ☐ **ARE** ☐ **ARE NOT** rendered void
- ☐ Provider is not responsible or liable for any loss or damage that may occur as a result of any modifications
- ☐ Other \_\_\_\_\_

**Transfer of Obligations by Seller (M)**

Your Contract may be assigned, sold or transferred by Seller without your consent to a third-party who will be bound to all the terms of the Contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Contract questions, payments, maintenance or repair requests.

**System Guarantee (N)**

In terms of your full System, Seller is providing you with a:

- ☐ System performance or electricity production guarantee\*
- ☐ Other type of System guarantee\*
- ☐ No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

***\*Please provide a description in the space provided under Section S.***

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

**Utility and Electricity Usage/Savings Assumptions (O)**

You ☐ **HAVE** ☐ **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Contract.

*If you HAVE been provided with an Estimate, Seller provides the following:*

Seller ☐ **IS** ☐ **IS NOT** guaranteeing these savings.

Your Estimate was calculated based on:

- ☐ Your estimated prior electricity use
- ☐ Your actual prior electricity use
- ☐ Your estimated future electricity use

Your Estimate assumes the following:

- ☐ Years of electricity production from the System: \_\_\_\_\_
- ☐ A current estimated **utility electricity rate** of \_\_\_\_\_ [cost per kilowatt-hour] during the first year of System operation with estimated increases of \_\_\_\_\_ percent annually. Seller based this estimate on the following source(s): \_\_\_\_\_
- ☐ Your utility will continue to credit you for excess energy your System generates at \_\_\_\_\_
- ☐ **ESTIMATED FUTURE** ☐ **CURRENT** utility electricity rates

**NOTE:** It is important to understand that future electric utility rates are estimates only. Your future electric utility rates and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details.

**Renewable Energy Certificates (RECs) (P)**

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System ☐ **WILL** ☐ **WILL NOT** be assigned to the Seller. If Seller is assigned the RECs, you will not own the RECs to sell, use or claim them, and Seller may sell the RECs to a third party. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

**Cooling Off Period/Right to Cancel (Q)**

You have the right to terminate the Contract without penalty within \_\_\_\_\_ [no less than three] business days after the agreement is signed by both parties by notifying Provider in writing at the above address.

**NOTE:** This section does not apply IF contract is to sell a distributed energy generation system in a solar community in which the entire community has been marketed as a solar community and all of the homes in the community are intended to have a distributed energy generation system, or a solar community in which the developer has incorporated solar technology for purposes of meeting the Florida Building Code in s. 553.73, F.S.

**Insurance Policies and Coverage (R)**

You are responsible for obtaining insurance policies or coverage for any loss of or damage to the System. Consult an insurance professional to understand how to protect against the risk of loss or damage to the System.

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

| Additional Disclosures or Terms (S) |
|-------------------------------------|
|                                     |

**Individual Completing this Form:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_

For additional information, please carefully read Chapter 520, Part II, Florida Statutes.

**Header Required: Subscriber Organization Name, SO Number, address, phone number, utility service territory of CSEGS**

**Header Optional: Company logo and other contact info (website, email address, etc.), address of CSEGS**

| Maryland Community Solar Contract Summary  |   |                                 |
|--|---|---------------------------------|
| <b>Customer Name</b><br>[Optional Customer Info]<br><b>Utility Service Territory</b>   |   | Reference<br>Page or<br>Section |
| <b>Effective Date of Agreement</b>   | [Date] or [This Agreement is effective once signed by both parties]   |                                 |
| <b>Term</b>  | [Description of term in months or years]<br>[Description of renewal or extension terms, if applicable]  |                                 |
| <b>[Estimated date bill credits will appear on your utility bill] OR [Estimated date CSEGS will begin producing credits]</b> | [Month/Year]<br>[Additional explanation or description of timing if estimated month/year is unknown]  |                                 |
| <b>Subscription Type</b><br>(Select one from right column)   | [Fixed kilowatt-hours per year - XX kWh/year]<br>[Fixed kilowatt size – XX kW]<br>[XX% of CSEGS nameplate capacity and statement regarding total nameplate capacity of CSEGS]<br>[Fixed percentage of subscriber usage – XXX% of historical annual baseline usage]<br>[Variable percentage of subscriber usage – up to X% of historical annual baseline usage or from X% to Y% of historical annual baseline usage]<br>[Other (describe)] |                                 |
| <b>Subscription Price and Escalator, if applicable</b>   | [Description of pricing based on subscription type]<br><br>[X% per year or other applicable period]   |                                 |
| <b>Annual or Monthly Fees</b>  | [Description and amount of annual or monthly fee, if applicable]  |                                 |
| <b>Early Termination or Cancellation Fees and Terms</b>  | [Description and amount of early termination or cancellation fees, if applicable]   |                                 |
| <b>Other Fees</b>  | [Description of any other applicable fees not identified above. This section should also include a statement about whether such fees are refundable. See additional information on SO instruction form]   |                                 |
| <b>Other Important Terms</b>   | [Description of other important terms]  |                                 |

**Full Contract Terms:** Review the full terms and conditions of the subscription contract. This summary does not include all relevant terms of the subscription contract.

Subscriber Initials: \_\_\_\_\_ Date: \_\_\_\_\_

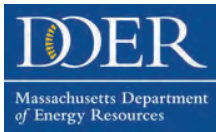
Agent Name: \_\_\_\_\_



**Maryland Community Solar Contract Summary Disclosure: Instructions to Subscriber Organizations**

1. The color, font type, and size of the font used to complete the Disclosure form may be modified so long as the font is no smaller than 10 point.
2. Content in the left column must be presented in the order provided in the approved Disclosure form (customer name, effective date, term, estimated date for bill credits, subscription type, subscription price and escalator, annual or monthly fees, early termination or other cancellation fees, other fees, and other important terms).
3. The right column should reference the page and section number(s) of the contract corresponding to each disclosure and must be completed.
4. The customer's name must be typed or legibly printed.
5. If it is possible for the term of the contract to commence more than 30 days after the subscription contract's effective date, then the subscriber organization must send the customer a supplemental notice within 14 days of the date the term actually commences.
6. If applicable, the renewal clause must be disclosed under the term section.
7. The list of subscription types is non-exhaustive. If "other" is used it must be fully described.
8. Any early termination or cancellation fees MUST be separately disclosed and may not be included in the annual or monthly fees or "other fees" section of the Disclosure.
9. Description of "Other Fees" should include a list and description of any applicable fee other than the subscription price and early termination/cancellation fees, including but not limited to: security deposit, application fee, subscription reduction fee, and subscription transfer fee. This section should also include a statement about whether such fees are refundable or non-refundable.
10. If an agent is involved in the sale, either via telephone or in-person, the agent or agents name(s) must be legibly written in the bottom left corner. If an agent is not present at the time the contract is executed (such as in a sale completed via direct mail or online) this line may be omitted or completed with "Not applicable."
11. If the subscriber organization has presented estimated cost savings to the customer, the Disclosure form must state the customer's actual or assumed current electricity rate in cents or dollars/kWh and any projected savings presented to a potential subscriber shall include a comparison that projects future electricity rates increasing at not more than 1 percent per year.
12. If the customer's subscription is based on more than 100% of customer's historical annual baseline usage or is reasonably likely to result in the customer receiving credits exceeding 100% of their actual annual usage during the first year of the subscription, then the following information must be disclosed under "Other Important Information":

|   |   |
|---|---|
| [Estimated or Actual] amount of subscribed output                           | _____ kWh/year  |
| Subscriber's [Estimated or Actual] baseline annual usage                    | _____ kWh/year  |
| Estimate of subscribed output divided by subscriber's baseline annual usage | <p>_____ %</p> <p>Bill credits are only paid at full retail rate for up to 100% of your actual annual usage. Additional credits will only be applied once per year at a lower "excess generation" rate. In no event may a customer subscribe to more than 200% of their baseline usage.</p> |



## SMART Participant Customer Disclosure Form (Community Shared Solar)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

\*Community Shared Solar Participants do not directly purchase solar electricity. Instead, participants purchase credits in the form of Net Metering Credits or Alternative On-Bill Credits, which may or may not reduce customers' total electricity costs depending on market conditions and the specific terms of a credit purchase agreement.

| CUSTOMER INFORMATION   | PROVIDER INFORMATION |
|--|----------------------|
| Customer Name:   | Company:             |
| Street Address:  | Street Address:      |
| City, State, Zip:  | City, State, Zip:    |
| Phone:   | Phone:               |
| Email:   | Email:               |
| SYSTEM INFORMATION   |                      |
| Community Solar Project Name:  |                      |
| Project Location (Utility Service Territory):  |                      |
| Project Size (kW DC):  |                      |
| Estimated Commercial Operation Date:   |                      |
| Estimated Number of Subscribers to the Project:  |                      |
| SUBSCRIPTION & COST INFORMATION  |                      |
| Subscription Size (kW DC):   |                      |
| Is the customer on a wait list? Yes or No  |                      |
| Estimated Contract Effective Date:   |                      |
| Contract Term (years):   |                      |
| Option to renew: Yes or No   |                      |
| Enrollment Costs (\$):   |                      |
| Subscription Model (Upfront payment, pay as you go, discount, or other):                     |                      |
| Starting Rate or Discount (\$/month, \$/kWh, %, or % of \$/kWh):                             |                      |
| Rate increase frequency, if applicable (Monthly, quarterly, annually, etc.):                 |                      |
| Amount of Rate Increase, if applicable (\$/month, \$/kWh, percentage):                       |                      |
| Estimated Year One Payments (including any enrollment costs) (\$):                           |                      |
| Is the subscription transferrable to other customers? Yes or No                              |                      |
| Is the subscription portable within the utility service area or utility load zone? Yes or No |                      |
| Describe opt-out or early termination terms:   |                      |
| Describe any system performance or electricity production guarantee:                         |                      |

| OWNERSHIP OF INCENTIVES           | PROVIDER | CUSTOMER | UTILITY | N/A |
|-----------------------------------|----------|----------|---------|-----|
| Owner of SMART Incentive Payments |          |          |         |     |
| Owner of Investment Tax Credit    |          |          |         |     |
| Owner of State/Local Tax Credits  |          |          |         |     |

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by a facility participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you are not using the solar power generated by the facility, your purchase of credits does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

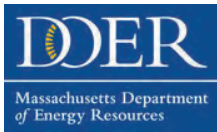
#### Relevant Links and Contact Information

##### **Massachusetts Department of Energy Resources**

Website: [www.mass.gov/doer](http://www.mass.gov/doer) Email: [doer.smart@state.ma.us](mailto:doer.smart@state.ma.us)

##### **Attorney General's Office**

Website: <https://www.mass.gov/get-consumer-support>



## SMART Customer Disclosure Form (Third Party Ownership)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

**\*Hosting a Solar Tariff Generation Unit (STGU) owned by a third party may or may not reduce customers' total electricity costs depending on market conditions.**

| CUSTOMER INFORMATION   | SYSTEM OWNER CONTACT INFORMATION    |
|--|-------------------------------------|
| Customer Name:   | Company:                            |
| Site Address:  | Street Address:                     |
| City, State, Zip:  | City, State, Zip:                   |
| Phone:   | Phone:                              |
| Email:   | Email:                              |
| INSTALLER CONTACT INFORMATION  | PRIMARY SERVICE CONTACT INFORMATION |
| Company:   | Company:                            |
| Street Address:  | Street Address:                     |
| City, State, Zip:  | City, State, Zip:                   |
| Phone:   | Phone:                              |
| Email:   | Email:                              |
| CONTRACT, COST, AND ESTIMATED PERFORMANCE INFORMATION  |                                     |
| System Size (kW DC):   |                                     |
| Contract Effective Date:   |                                     |
| Contract End Date:   |                                     |
| Option to Renew: Yes or No   |                                     |
| Option for Buyout: Yes or No   |                                     |
| Starting Rate (\$/month or \$/kWh):  |                                     |
| Rate Increase Frequency (Monthly, Quarterly, Annually, etc.):  |                                     |
| Amount of Rate Increase (\$/month, \$/kWh, or percentage):   |                                     |
| Has a shading analysis been completed for the property? Yes or No  |                                     |
| How much potential solar production is expected to be lost due to shading? (%):  |                                     |
| Estimated Year One Production (kWh):   |                                     |
| Estimated Year One Payments (\$):  |                                     |
| Is the contract transferrable? Yes or No   |                                     |
| Where in the contract is the warranty information located?   |                                     |
| Are all warranties transferrable?  |                                     |
| OTHER INFORMATION  |                                     |
| Does the system installation contract conform to the requirements of the State Home Improvement Contractor Law?* Yes or No |                                     |
| Describe any system performance or electricity production guarantees:  |                                     |

|  |
|--|
| Describe opt-out or early termination terms:   |
| Must the customer continue to make payments in the event of an extended system shutdown? Yes or No   |
| Will a filing at the Registry of Deeds be made pursuant to this system? Yes or No  |
| Describe any protections for the customer in the event that the service provider goes out of business:   |
| Have you and the customer discussed the condition of the roof and the potential for removing and reinstalling the array in the event that repair or replacement of the roof is needed? Yes or No |

| KEY RESPONSIBILITIES CHECKLIST                       | SYSTEM OWNER |          | CUSTOMER |     |
|--|--------------|----------|----------|-----|
| System Operations and Maintenance                    |              |          |          |     |
| Submission of Interconnection Application to Utility |              |          |          |     |
| Securing Required Permits                            |              |          |          |     |
| Obtaining Engineering Approvals                      |              |          |          |     |
| Scheduling Inspections                               |              |          |          |     |
| Participation in Inspections                         |              |          |          |     |
| Application for SMART Program                        | X            |          |          |     |
| OWNERSHIP OF INCENTIVES                              | SYSTEM OWNER | CUSTOMER | UTILITY  | N/A |
| Owner of SMART Incentive Payments                    |              |          |          |     |
| Owner of Investment Tax Credit                       |              |          |          |     |
| Owner of State/Local Tax Credits                     |              |          |          |     |

\*Homeowners have certain rights and protections under the Massachusetts Home Improvement Contractor Law (M.G.L. Chapter 142A). To learn more about the law visit [www.mass.gov/consumer](http://www.mass.gov/consumer).

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by the facilities participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you are not using the solar power generated by the facility, your involvement in the development of this facility does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

#### Relevant Links and Contact Information

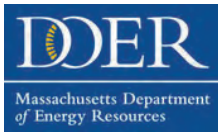
##### **Massachusetts Department of Energy Resources**

Website: [www.mass.gov/doer](http://www.mass.gov/doer) Email: [doer.smart@state.ma.us](mailto:doer.smart@state.ma.us)

##### **Attorney General's Office**

Website: <https://www.mass.gov/get-consumer-support>





## SMART Participant Customer Disclosure Form (Direct Ownership)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

| CUSTOMER INFORMATION   |                                     |
|--|-------------------------------------|
| Customer Name:   |                                     |
| Site Address:  |                                     |
| City, State, Zip:  |                                     |
| Phone:   |                                     |
| Email:   |                                     |
| INSTALLER CONTACT INFORMATION  | PRIMARY SERVICE CONTACT INFORMATION |
| Company:   | Company:                            |
| Street Address:  | Street Address:                     |
| City, State, Zip:  | City, State, Zip:                   |
| Phone:   | Phone:                              |
| Email:   | Email:                              |
| CONTRACT, COST, AND ESTIMATED PERFORMANCE INFORMATION  |                                     |
| System Size (kW DC):   |                                     |
| Where in the contract is the warranty information located?   |                                     |
| Are all warranties transferrable? Yes or No  |                                     |
| Has a shading analysis been completed for the property? Yes or No  |                                     |
| How much production is expected to be lost due to shading? (%):  |                                     |
| Estimated Year One Production (kWh):   |                                     |
| What is the Final Purchase Price for the system before any rebates or other incentives (\$):   |                                     |
| XXXXXXX remove this space XXXXXX   |                                     |
| FINANCING INFORMATION*   |                                     |
| Does the above-listed Final Purchase Price include any dealer fees or other finance-related charges that would not be charged to a customer in a similar cash transaction? Yes or No             |                                     |
| Amount of dealer fees or other finance-related charges in the Final Purchase Price (\$):   |                                     |
| OTHER INFORMATION  |                                     |
| Does the system installation contract conform to the requirements of the State Home Improvement Contractor Law?*** Yes or No   |                                     |
| Describe any system performance or electricity production guarantees:  |                                     |
| Have you and the customer discussed the condition of the roof and the potential for removing and reinstalling the array in the event that repair or replacement of the roof is needed? Yes or No |                                     |

| KEY RESPONSIBILITIES CHECKLIST                       | INSTALLER |          | CUSTOMER |     |
|--|-----------|----------|----------|-----|
| System Operations and Maintenance                    |           |          |          |     |
| Submission of Interconnection Application to Utility |           |          |          |     |
| Securing Required Permits                            |           |          |          |     |
| Obtaining Engineering Approvals                      |           |          |          |     |
| Scheduling Inspections                               |           |          |          |     |
| Participation in Inspections                         |           |          |          |     |
| Application for SMART Program                        | X         |          |          |     |
| OWNERSHIP OF INCENTIVES                              | INSTALLER | CUSTOMER | UTILITY  | N/A |
| Owner of SMART Incentive Payments                    |           |          |          |     |
| Owner of Federal Investment Tax Credit               |           |          |          |     |
| Owner of State/Local Tax Credits                     |           |          |          |     |

\* If your System is financed, carefully read any agreement and/or disclosure forms provided by your lender. Your installer may not be aware of the terms of your financing agreement, which may include fees not listed above. This disclosure does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.

\*\*Homeowners have certain rights and protections under the Massachusetts Home Improvement Contractor Law (M.G.L. Chapter 142A). To learn more about the law visit [www.mass.gov/consumer](http://www.mass.gov/consumer).

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by the facilities participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you cannot claim that you are using the solar power generated by the facility, your purchase of a solar array does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

#### **Relevant Links and Contact Information**

##### **Massachusetts Department of Energy Resources**

Website: [www.mass.gov/doer](http://www.mass.gov/doer) Email: [doer.smart@state.ma.us](mailto:doer.smart@state.ma.us)

##### **Attorney General's Office**

Website: <https://www.mass.gov/get-consumer-support>

# CONSUMER PROTECTIONS in the RENEWABLE ENERGY BILL OF RIGHTS

## NORTHERN NEVADA

1150 E. William Street  
Carson City, NV 89701  
Phone: (775) 684-6101  
Fax: (775) 684-6110

Consumer Complaints: (775) 684-6100



## SOUTHERN NEVADA

9075 W. Diablo Dr., Ste. 250  
Las Vegas, NV 89148  
Phone: (702) 486-7210  
Fax: (702) 486-7206

Consumer Complaints: (702) 486-2600

The rights of Nevada's electric customers regarding self-generation and storage of renewable energy are codified in Assembly Bill 405 ("AB 405") of the 79th (2017) Session of the Nevada Legislature at Sections 9 - 24. (The information below was taken directly from AB 405.)

### THE RENEWABLE ENERGY BILL OF RIGHTS CONTAINS THE FOLLOWING CONSUMER PROTECTIONS:

#### LEASE AGREEMENTS

##### LEASE COVER PAGE REQUIREMENTS

**Sec. 9.** An agreement for the lease of a distributed generation system must include a cover page that provides the following information in at least 10-point font.

1. The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.
2. An estimated timeline for the installation of the distributed generation system.
3. The estimated amount of the monthly payments due under the lease in the first year of operation of the distributed generation system.
4. The length of the term of the lease.
5. A description of any warranties.
6. The rate of any payment increases.
7. The identification of any state or federal tax incentives that are included in calculating the amount of the monthly payments due under the lease.
8. The estimated production of the distributed generation system in the first year of operation.
9. A description of the terms for renewal or any other options available at the end of the term of the lease.
10. A description of any option to purchase the distributed generation system before the end of the term of the lease.
11. Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.
12. Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.
13. Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.
14. Contact information for the State Contractors' Board and the Public Utilities Commission of Nevada, including, without limitation, a telephone number.

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#### LEASE AGREEMENT REQUIREMENTS

**Sec. 10.** An agreement for the lease of a distributed generation system must include, without limitation, the following information in at least 10-point font.

1. The name, mailing address, telephone number and number of the contractor's license of the solar installation company.
2. The name, mailing address and telephone number of:
  - (a) The lessor of the distributed generation system; and
  - (b) The name, mailing address and telephone number of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.
3. An estimated timeline for the installation of the distributed generation system.



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www.puc.nv.gov

Sept. 1, 2017

twitter.com/nevada\_puc



4. The length of the term of the lease.
5. A general description of the distributed generation system.
6. The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.
7. A description of any warranties.
8. The amount of the:
  - (a) Monthly payments due under the lease; and
  - (b) Total payments due under the lease, excluding taxes.
9. A description of any other one-time or recurring charges, including, without limitation, a description of the circumstances that trigger any late fees.
10. A description of any obligation the lessor has regarding the installation, repair or removal of the distributed generation system.
11. A description of any obligation the lessor has regarding construction of and insurance for the distributed generation system.
12. A description of any:
  - (a) Taxes due at the commencement of the lease; and
  - (b) Estimation of taxes known to be applicable during the term of the lease, subject to any change in the state or local tax rate or tax structure.
13. A copy of the warranty for the distributed generation system.
14. A disclosure notifying the lessee of the transferability of the obligations under the warranty to a subsequent lessee.
15. The identification of any state or federal tax incentives that are included in calculating the amount of the monthly payments due under the lease.
16. A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.
17. Any terms for renewal of the lease.
18. A description of any option to purchase the distributed generation system before the end of the term of the lease.
19. A description of all options available to the host customer in connection with the continuation, termination or transfer of the lease in the event of the:
  - (a) Sale of the property to which the distributed generation system is affixed; or
  - (b) Death of the lessee.
20. A description of any restrictions that the lease imposes on the modification or transfer of the property to which the distributed generation system is affixed.
21. The granting to the lessee of the right to rescind the lease for a period ending not less than 3 business days after the lease is signed.
22. An estimate of the amount of electricity that could be generated by the distributed generation system in the first year of operation.
23. A signature block that is signed and dated by the lessor and the lessee of the distributed generation system.

### LEASE AGREEMENT DISCLOSURE REQUIREMENTS

**Sec. 11.** 1. An agreement for the lease of a distributed generation system must include a disclosure that is not more than 3 pages in length and is in at least 10-point font.

2. The disclosure described in subsection 1 must be separate from the cover page and agreement described in sections 9 and 10 of AB 405.
3. The disclosure described in subsection 1 must include, without limitation:
  - (a) The name, mailing address, telephone number and electronic mail address of the lessor;
  - (b) The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the person who installed the distributed generation system, if different from the solar installation company;
  - (c) The name, mailing address, telephone number, electronic mail address and the number of the contractor's license of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company;
  - (d) The length of the term of the lease;
  - (e) The amount of the monthly payments due under the lease in the first year of operation;
  - (f) The amounts due at the signing for and at the completion of the installation of the distributed generation system;
  - (g) The estimated amount of the total payments due under the lease, including, without limitation, any incentives that are included in the estimated lease payments;
  - (h) A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger:
    - (1) Any late fees;
    - (2) Estimated fees for the removal of the distributed generation system;
    - (3) Fees for a notice of removal and refile pursuant to the Uniform Commercial Code;
    - (4) Fees for connecting to the Internet; and
    - (5) Fees for not enrolling in a program in which payments are made through an electronic transfer of money cleared through an automated clearinghouse;
  - (i) The total number of payments to be made under the lease;
  - (j) The due date of any payment and the manner in which the consumer will receive an invoice for such payments;

- (k) The rate of any payment increases and the date on which the first increase in the rate may occur, if applicable;
- (l) Assumptions concerning the design of the distributed generation system, including, without limitation:
  - (1) The size of the distributed generation system;
  - (2) The estimated amount of production for the distributed generation system in the first year of operation;
  - (3) The estimated annual degradation to the distributed generation system; and
  - (4) As specified by the lease at the time of installation, whether or not an electric utility must credit a customer of the electric utility for any excess energy that is generated by the distributed generation system;
- (m) A disclosure notifying the lessee of the intent of the lessor to file a fixture filing, as defined in NRS 104A.2309, on the distributed generation system;
- (n) A disclosure notifying the lessee if maintenance and repairs of the distributed generation system are included in the lease;
- (o) A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the lessee in connection with the installation or removal of the distributed generation system;
- (p) A disclosure describing:
  - (1) The transferability of the lease; and
  - (2) Any conditions on transferring the lease in connection with the lessee selling his or her property;
- (q) A description of any guarantees of the performance of the distributed generation system;
- (r) A description of the basis for any estimates of savings that were provided to the lessee, if applicable; and
- (s) A disclosure concerning the retention of any portfolio energy credits, if applicable.

## **PURCHASE AGREEMENTS**

### **PURCHASE AGREEMENT COVER PAGE REQUIREMENTS**

**Sec. 12.** An agreement for the purchase of a distributed generation system must include a cover page that provides the following information in at least 10-point font.

1. The size of the distributed generation system.
2. The length of the term of the warranty for the distributed generation system.
3. An estimated timeline for the installation of the distributed generation system.
4. A description of any warranties.
5. The total cost of the distributed generation system.
6. The estimated value of any portfolio energy credits and rebates of any incentives included in the calculation of the total cost of the distributed generation system.
7. The amounts due at the signing for and at the completion of the installation of the distributed generation system.
8. The estimated production of the distributed generation system in the first year of operation.
9. Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.
10. Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.
11. Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.
12. Contact information for the State Contractors' Board and Public Utilities Commission of Nevada, including, without limitation, a telephone number.

### **PURCHASE AGREEMENT REQUIREMENTS**

**Sec. 13.** An agreement for the purchase of a distributed generation system must include, without limitation, the following information in at least 10-point font.

1. The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the solar installation company.
2. The name, mailing address, telephone number and electronic mail address of:
  - (a) The purchaser of the distributed generation system; and
  - (b) The name, mailing address, telephone number and electronic mail address of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.
3. A description, which includes, without limitation, any assumptions, concerning the design and installation of the distributed generation system. Such a description must include, without limitation:
  - (a) The size of the distributed generation system;
  - (b) The estimated amount of production for the distributed generation system in the first year of operation; and
  - (c) The estimated annual degradation to the distributed generation system.
4. The total cost of the distributed generation system.
5. An estimated timeline for the installation of the distributed generation system.
6. A payment schedule, including, without limitation:
  - (a) The due dates for any deposit; and
  - (b) Any subsequent payments that are not to exceed the total system cost stated on the cover page pursuant to section 12 of this act.
7. The granting to the purchaser the right to rescind the agreement for a period ending not less than 3 business days after the agreement is signed.



8. A copy of the warranty for the distributed generation system.
9. A disclosure notifying the purchaser of the transferability of the obligations under the warranty to a subsequent purchaser.
10. The identification of any incentives included in the calculation of the total cost of the distributed generation system.
11. A description of any guarantee of the performance of the distributed generation system.
12. A signature block that is signed and dated by the purchaser of the distributed generation system and the solar installation company.
13. A description of the basis for any estimates of savings that were provided to the purchaser, if applicable.
14. A disclosure concerning the retention of any portfolio energy credits, if applicable.

#### **PURCHASE AGREEMENT DISCLOSURE LANGUAGE**

**Sec. 14.** 1. An agreement for the purchase of a distributed generation system must include a disclosure that is not more than 3 pages in length and is in at least 10-point font.

2. The disclosure described in subsection 1 must be separate from the cover page and agreement described in sections 12 and 13 of this act.
3. The disclosure described in subsection 1 must include, without limitation:
  - (a) The name, mailing address, telephone number and electronic mail address of the solar installation company;
  - (b) The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the person who installed the distributed generation system, if different from the solar installation company;
  - (c) The name, mailing address, telephone number, electronic mail address and the number of the contractor's license of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company;
  - (d) The purchase price of the distributed generation system;
  - (e) The payment schedule for the distributed generation system;
  - (f) The approximate start and completion dates for the installation of the distributed generation system;
  - (g) A disclosure notifying the purchaser of the responsible party for obtaining approval for connecting the distributed generation system to the electricity meter on the host customer's side;
  - (h) Assumptions concerning the design of the distributed generation system, including, without limitation:
    - (1) The size of the distributed generation system;
    - (2) The estimated amount of production for the distributed generation system in the first year of operation;
    - (3) The estimated annual degradation to the distributed generation system; and
    - (4) As specified by the agreement at the time of installation, whether or not an electric utility must credit a customer of the electric utility for any excess energy that is generated by the distributed generation system;
  - (i) A disclosure notifying the purchaser if maintenance and repairs of the distributed generation system are included in the purchase;
  - (j) A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the purchaser in connection with the installation or removal of the distributed generation system;
  - (k) A description of any guarantees of the performance of the distributed generation system;
  - (l) A description of the basis for any estimates of savings that were provided to the purchaser, if applicable; and
  - (m) A disclosure concerning the retention of any portfolio energy credits, if applicable.

#### **POWER PURCHASE AGREEMENT**

##### **POWER PURCHASE AGREEMENT COVER PAGE REQUIREMENTS**

**Sec. 15.** A power purchase agreement for the sale of the output of a distributed generation system must include a cover page that provides the following information in at least 10-point font.

1. The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase.
2. An estimated timeline for the installation of the distributed generation system.
3. The rate of electricity per kilowatt-hour of electricity for the first year of the agreement.
4. The length of the term of the agreement.
5. The amounts due at the signing for and at the completion of the installation or any inspection of the distributed generation system.
6. The estimated production of the distributed generation system in the first year of operation.
7. A description of the options available at the end of the term of the agreement.
8. A description of any option to purchase the distributed generation system before the end of the term of the agreement.
9. Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.
10. Notice that a person financially damaged by a licensed contractor who performs work on a residence may be eligible to recover certain financial damages from the Recovery Fund.
11. Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.
12. Contact information for the State Contractors' Board and the Public Utilities Commission of Nevada, including, without limitation, a telephone number.

##### **POWER PURCHASE AGREEMENT REQUIREMENTS**

**Sec. 16.** A power purchase agreement for the sale of the output of a distributed generation system must include, without

limitation, the following information in at least 10-point font.

1. The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the solar installation company.
2. The name, mailing address, telephone number and electronic mail address of:
  - (a) The provider of the distributed generation system; and
  - (b) The name, mailing address, telephone number and electronic mail address of the person responsible for all maintenance of the distributed generation system, if different from the solar installation company.
3. The length of the term of the agreement.
4. An estimated timeline for the installation of the distributed generation system.
5. The payments made during the first year of the agreement for the price of electricity, which includes, without limitation, the price per kilowatt-hour of electricity and the price per monthly system electrical output.
6. The estimated annual electrical output of the distributed generation system.
7. The rate of any increase in the payments to be made during the term of the agreement and, if applicable, the date of the first such increase.
8. A description of any obligation the solar installation company has regarding construction and repair of and insurance for the distributed generation system.
9. A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger any late fees.
10. A description of any:
  - (a) Taxes due at the commencement of the agreement; and
  - (b) Estimation of taxes known to be applicable during the term of the agreement, subject to a change in the state or local tax rate or tax structure.
11. A copy of the warranty for the distributed generation system.
12. A description of the ownership of any tax credits, tax rebates, tax incentives or portfolio energy credits in connection with the distributed generation system.
13. Any terms for renewal of the agreement.
14. A description of any option to purchase the distributed generation system before the end of the term of the agreement.
15. A description of all options available to the host customer in connection with the continuation, termination or transfer of the agreement in the event of the:
  - (a) Sale of the property to which the distributed generation system is affixed; or
  - (b) Death of the purchaser.
16. The granting to the purchaser of the right to rescind the agreement for a period ending not less than 3 business days after the agreement is signed.
17. A description of any restrictions that the agreement imposes on the modification or transfer of the property to which the distributed generation system is affixed.
18. A description of any guarantees of the performance of the distributed generation system.
19. A disclosure notifying the host customer of the transferability of the obligations under the warranty to a subsequent purchaser.
20. A signature block that is signed and dated by the purchaser and the solar installation company.
21. A statement describing the due dates of any payments.

## POWER PURCHASE AGREEMENT DISCLOSURE REQUIREMENTS

**Sec. 17.** 1. A power purchase agreement for the sale of output of a distributed generation system must include a disclosure that is not more than 3 pages in length and is in at least 10-point font.

2. The disclosure described in subsection 1 must be separate from the cover page and agreement described in sections 15 and 16 of this act.
3. The disclosure described in subsection 1 must include, without limitation:
  - (a) The name, mailing address, telephone number and electronic mail address of the solar installation company;
  - (b) The name, mailing address, telephone number, electronic mail address and number of the contractor's license of the person who installed the distributed generation system, if different from the solar installation company;
  - (c) The name, mailing address, telephone number, electronic mail address and the number of the contractor's license of the person responsible for all maintenance of the distributed generation system if different from the solar installation company;
  - (d) The payment schedule for the distributed generation system, including, without limitation, any payments that are due, if applicable, at:
    - (1) Signing for the distributed generation system;
    - (2) Commencement of installation of the distributed generation system; and
    - (3) Completion of installation of the distributed generation system;
  - (e) A description of any one-time or recurring fees, including, without limitation, a description of the circumstances that trigger:
    - (1) Any late fees;
    - (2) Estimated fees for the removal of the distributed generation system;
    - (3) Fees for a notice of removal and refile pursuant to the Uniform Commercial Code;
    - (4) Fees for connecting to the Internet; and
    - (5) Fees for not enrolling in a program in which payments are made through an electronic transfer of money cleared through an automated clearinghouse;

- (f) A statement that describes when payments are due;
- (g) The rate of any payment increases and the date on which the first increase in the rate may occur, if applicable;
- (h) Assumptions concerning the design of the distributed generation system, including, without limitation:
  - (1) The size of the distributed generation system;
  - (2) The estimated amount of production for the distributed generation system in the first year of operation;
  - (3) The estimated annual degradation to the distributed generation system; and
  - (4) As specified by the agreement at the time of installation, whether or not an electric utility must credit a customer of the electric utility for any excess energy that is generated by the distributed generation system;
- (i) A disclosure notifying the purchaser of the intent of the owner of the distributed generation system to file a fixture filing, as defined in NRS 104A.2309, on the distributed generation system;
- (j) A disclosure notifying the purchaser if maintenance and repairs of the distributed generation system are included in the agreement;
- (k) A disclosure describing any warranty for the repair of any damage to the roof of the property owned by the purchaser in connection with the installation or removal of the distributed generation system;
- (l) A disclosure describing the transferability of the distributed generation system in connection with the purchaser selling his or her property;
- (m) A description of any guarantees of the performance of the distributed generation system;
- (n) A description of the basis for any estimates of savings that were provided to the purchaser, if applicable; and
- (o) A disclosure concerning the retention of any portfolio energy credits, if applicable.

### REFERENCE TO PRICE OF ELECTRICITY IN AGREEMENT

**Sec. 18.** If an agreement for the lease or purchase of a distributed generation system or if a power purchase agreement makes a written reference to the price of electricity that is provided by an electric utility, the agreement or power purchase agreement, as applicable, must also provide, in 12-point font, a disclosure in substantially the following form:

*Actual utility rates may go up or down and actual savings may vary.  
For further information regarding rates, you may contact your local  
utility or the Public Utilities Commission of Nevada.*

### EXPRESS WARRANTIES IN AGREEMENT

**Sec. 19.** 1. An agreement for the lease or purchase of a distributed generation system and a power purchase agreement must include an express warranty for the installation of the distributed generation system and the penetration into the roof by the distributed generation system. Such warranties must:

- (a) Be express and in writing; and
- (b) Expire not earlier than 10 years after the installation of the distributed generation system.
- 2. An agreement for the lease of a distributed generation system and a power purchase agreement must include an express warranty that:
  - (a) Is in writing; and
  - (b) Does not expire earlier than 10 years after the installation of the distributed generation system.
- 3. An agreement for the purchase of a distributed generation system must include the following express warranties in writing for the component parts, including parts and labor, of the distributed generation system, either directly from the solar installation company or passed through from the manufacturer of the component parts:
  - (a) For collectors and storage units, not less than a 10-year warranty; and
  - (b) For inverters, not less than a 7-year warranty.
- 4. The provisions of this section that relate to a person who installs a distributed generation system do not apply to a person who installs a system on his or her own property.

### FILING A COMPLAINT

**Sec. 20.** 1. A host customer may file a complaint concerning a solar installation company with the Public Utilities Commission of Nevada. Upon receipt of a complaint, the Commission may direct the host customer to the appropriate agency or person to resolve the complaint.

- 2. The failure of a person to comply with sections 2 to 20, inclusive, of this act constitutes a deceptive trade practice for the purposes of NRS 598.0903 to 598.0999, inclusive.
- 3. A violation of any provision of sections 2 to 20, inclusive, of this act constitutes consumer fraud for the purposes of NRS 41.600.
- 4. Any document described in sections 9 to 19, inclusive, of this act must be provided in:
  - (a) English; or
  - (b) Spanish, if any person so requests.

### FOR MORE INFORMATION

If you believe that you are being denied a right covered by the Renewable Energy Bill of Rights, contact the PUCN's Consumer Complaint Resolution Division at (775) 684-6100 or (702) 486-2600.



[facebook.com/nevadapuc](https://facebook.com/nevadapuc)

[www.puc.nv.gov](http://www.puc.nv.gov)

[twitter.com/nevada\\_puc](https://twitter.com/nevada_puc)



## Distributed Generation Disclosure Statement

| I. Party Information.   |  |
|---|--|
| <b><u>Lesser or Lessee</u></b><br>Name: _____<br>Address: _____<br>Telephone: _____<br>Email: _____   | <b><u>(Seller or Marketer)</u></b><br>Name: _____<br>Address: _____<br>Telephone: _____<br>Email: _____<br>License No.: _____ <sup>1</sup>                                     |
| <b><u>System Installer</u></b><br>Name: _____<br>Address: _____<br>Telephone: _____<br>Email: _____<br>State Contractor's License No.: _____  | <b><u>Maintenance Provider (if different from installer)</u></b><br>Name: _____<br>Address: _____<br>Telephone: _____<br>Email: _____<br>State Contractor's License No.: _____ |
| II. Purchase Price, Financing and Payments.   |  |
| A. Purchase Price of the Distributed Energy System: \$ _____  |  |
| Your Down Payment is: \$ _____<br>Incentives: \$ _____<br>Rebates: \$ _____<br>Other Credits: \$ _____  | Amount Due Upon Installation: \$ _____<br>Amount Due Upon Completion: \$ _____<br>Amount Due Upon Energization: \$ _____   |
| B. Financing Costs: Final Price to be Paid including Financing Costs \$ _____<br><br>Total Amount Financed \$ _____   |  |
| Your monthly payment will be \$ _____<br>Your monthly payment is due on _____   | Your Annual Percentage Rate is ____%<br>Total Number of Payments: _____<br>Date of Final Payment: _____  |
| C. Total Purchase Power Agreement (PPA) Payments are \$ _____   |  |
| <b>NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER,<br/>           NOT TO PURCHASE THE SYSTEM.<br/>           YOU WILL NOT OWN THE SYSTEM AFFIXED TO YOUR PROPERTY.</b>                              |  |
| Your initial rate per kilowatt-hour ("kWh") for the electricity produced by the system is \$ _____.<br>Your monthly payments will be the amount of the energy the system produces multiplied by the rate above. |  |
| The Initial Term of the PPA: Years <input type="checkbox"/> _____ Months <input type="checkbox"/> _____<br>You first Payment is due on the _____ day of the first calendar month your system is energized.      |  |
| YOUR PPA: HAS <input type="checkbox"/> DOES NOT HAVE <input type="checkbox"/> A PAYMENT ESCALATOR. If our PPA HAS a PAYMENT ESCALATOR your electricity rate will increase by _____ % per year                   |  |

<sup>1</sup> The license number shall include the Seller's or Marketer's license number, bond information, appropriate solicitation permit and other required licenses.

|  |
|--|
| <b>III. Fees.</b>  |
| A. Late Fee (include the circumstances triggering any late fees). (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.  |
| B. System Removal Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.  |
| C. System Removal Fees for default. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.  |
| D. Uniform Commercial Code Notice Removal and Refiling Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.   |
| E. Maintenance Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.   |
| F. Internet Connection Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.   |
| G. Automated Clearing House Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.  |
| H. (List one-time or recurring fees) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.   |
| I. (Add spaces as needed.) \$ _____.   |
| <b>IV. Tax Credits, Rebates and Incentives and Renewable Energy Certificates. The distributed energy system is eligible for the following:</b>   |
| A) (Identify Each Tax Credit) (Describe whether, the buyer, lessee, seller or marketer owns the credit, whether the seller or marketer used the credit in determining the price of the system and describe the transferability of the credit.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this credit.)<br>\$ _____.   |
| B) (Identify Each Tax Rebate) (Describe whether, the buyer, lessee, seller or marketer owns the rebate, whether the seller or marketer used the rebate in determining the price of the system and describe the transferability of the rebate.) (Describe the ownership and transferability.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this rebate.)<br>\$ _____. |
| C) (Identify Each Tax Incentive) (Describe whether, the buyer, lessee, seller or marketer owns the incentive, whether the seller or marketer used the incentive in determining the price of the system and describe the transferability of the incentive.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this incentive.)<br>\$ _____.                                |
| D) (Identify Each Renewable Energy Certificate(s)) (Describe whether, the buyer, lessee, seller or marketer owns the certificate, whether the seller or marketer used the certificate in determining the price of the system and describe the transferability of the certificate.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.)<br>\$ _____.              |
| E) (Add spaces as needed)<br>\$ _____.   |
| <b>V. Tax Obligations – You are required to pay the following tax obligations.</b>   |
| A. Business Personal Property Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.)<br>\$ _____.   |



|   |
|---|
| B. Gross Receipts Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.)<br>\$ _____.  |
| C. Tax Credit(s) or Incentive(s). (Describe Obligations of the power purchaser or lessee to transfer tax credits or tax incentives of the distributed energy generation system to any other person.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.)<br>\$ _____.  |
| D. (In the case of a commercial installation) Change In Assessed Property Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.)<br>\$ _____.  |
| <b>VI. Transferability of Lease or PPA and the Selling or Refinancing your Home.</b>  |
| A) In the event of the transfer of the real property to which the distributed energy generation system is affixed, the Buyer or Lessee has the following options: (List and describe all options available to the buyer or lessee in connection with the) <ol style="list-style-type: none"> <li>1. (The continuation of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.);</li> <li>2. (The termination of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address termination.); and/or</li> <li>3. (The transfer of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)</li> </ol> |
| B) (List the restrictions pursuant to the agreement on the buyer's or lessee's ability to modify or transfer ownership of the distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax transferability.) (Identify Third-Party Approver or Reviewer's by Name, Mailing Address and Telephone.)  |
| C) (Whether the warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred to a third party.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)  |
| D) (Notice to the buyer or the lessee of the transferability of any warranty obligations to subsequent buyers or lessees.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)   |
| <b>VII. Performance Guarantees.</b>   |
| (Any performance guarantees that a seller or marketer may include in an agreement.)   |
| <b>VIII. Design Assumptions.</b>  |
| (The distributed energy generation system design assumptions, including: system size; estimated first-year production; and estimated annual system production decreases, including the overall percentage degradation over the life of the distributed energy generation system.)   |
| <b>IX. Financial and Energy Savings Assumptions, Calculations and Comparative.</b>  |
| (The assumptions and calculations used for any financial and energy savings assumptions, calculations and comparative estimates savings estimates that were provided to the buyer or lessee in a promotional document or sales presentation. If historical information is used, it shall be accompanied by the following statement: "Historical data are not necessarily representative of future results.")  |

|  |  |
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| <b>X. Rates Disclosure.</b>  |  |
| Actual utility rates may increase or decrease and actual savings may vary. For further information regarding rates, you may contact the local utility or the Public Regulation Commission. Tax and other state and federal incentives are subject to change.         |  |
| <b>XI. Interconnection Disclosure.</b>   |  |
| Interconnection requirements, including time lines, are established by rules of the Public Regulation Commission and may be obtained from either the Public Regulation Commission or the local utility.  |  |
| <b>XII. Permits and Inspections.</b>   |  |
| Within thirty days of completion of installation or modification, the seller or marketer shall provide the buyer or lessee with proof that:  |  |
| 1)   | all required permits for the installation or any modification of the system were obtained prior to installation; and |
| 2)   | the system received was approved by an authorized inspector.   |
| <b>XIII. Security Filings.</b>   |  |
| Seller or Marketer <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> <input type="checkbox"/> place a lien on your home as part of any lease or PPA.  |  |
| Seller or Marketer <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> <input type="checkbox"/> file a fixture filing or UCC-1 Financing Statement with the County Clerk in your home's Real Property Records.  |  |
| If the Seller or Marketer filed a fixture filing or UCC-1 Financing Statement pursuant to the Uniform Commercial Code they must provide you a copy of the filed financing statement within thirty calendar days of the filing.                                       |  |
| <b>You have the right to rescind this agreement for a period of ____ days (not less than 3 business days) after the agreement is signed. The Seller or Marketer will also provide you two copies of a completed "Notice of Cancellation" form with the contract.</b> |  |
| Date: _____  | This Document was prepared by:   |
| _____<br>(Buyer or Lessee)   | _____<br>(Seller or Marketer)  |
| Printed Name: _____  | Printed Name: _____  |
| Address: _____   | Address: _____   |
| Phone: _____   | Phone: _____   |
| Email: _____   | Email: _____   |

## NEW YORK Generation System Disclosure Form

[Provider Name, Address, Telephone Number, Email Address, and (optional) Provider Logo]

| Generation System Disclosure Form                   |  |
|---|--|
| <b>Customer Information</b>                         | [Include Name, Service Address, Mailing Address (if different), and Contact Information]<br>[Indicate Customer's electric distribution utility]  |
| <b>Distribution Utility</b>                         |  |
| <b>Overview</b>                                     | <p>This document describes your [list generation type (e.g., solar, hydroelectric)] [list contract type (e.g., power purchase agreement, lease, purchase)]. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>[Briefly explain the contract type; e.g., for a PPA, "Under this contract, you will purchase power from a generation system installed on your property." For non-purchase agreements, note that the customer will not own the system.]</p>  |
| <b>Price, Fees, and Charges</b>                     | <p>[Describe financial structure of agreement, including specific price or price per kWh or specific explanation of how price per kWh will be determined, amounts and due dates for up-front payments, or other charges or fees, including both recurring and non-recurring charges. Include Total Cost or Total Estimated Cost for Lease and Purchase contracts. For any charges or fees that will increase or vary, indicate how much, based on what, and what notice will be provided]</p> <p>[If applicable, list credits, incentives, or rebates that customer will receive or will sign over to Provider, and indicate whether Provider or customer is responsible for applying for each credit, incentive, or rebate and whether Provider or customer will receive each credit, incentive, or rebate]</p> |
| <b>Installation</b>                                 | [Identify system location on property, approximate installation start and completion date, and whether provider or customer is responsible for arranging interconnection with utility. Provide name and contact information of installer if different from provider.]  |
| <b>System Size and Generation</b>                   | [Identify system size, estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation, estimated annual electricity production decrease due to system aging (degradation), and estimated system lifetime]  |
| <b>Maintenance and Repairs</b>                      | <p>[Either explain terms of contract providing for system maintenance or state "This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended."]</p> <p>[Either explain terms of contract providing for system repairs or state "This contract does not include System Repairs, actions needed to fix malfunctions."]</p> <p>[State whether warranty is included with contract.]</p> <p>[Provide name and contact information of Maintenance/Repair Provider if different from provider.]</p>  |
| <b>Roof Warranty</b>                                | [Either explain terms of contract providing roof warranty or state "Your roof is not warrantied against leaks or other damage resulting from System installation."]  |
| <b>Length of Agreement and End of Contract Term</b> | <p>[Description of term in months or years]</p> <p>[Description of what will happen at the end of the contract, e.g., system ownership, renewal options, buy-out options, system removal options.]</p>   |
| <b>Early Termination and Selling Your Property</b>  | [Description of terms regarding early termination of agreement, including specific fees and charges or specific explanation of how fees or charges will be determined and any situations where fees would be waived.]  |

|  |   |
|--|---|
|  | [Description of terms related to sale of property, including terms related to transfer of contract to new owner, terms related to moving system to new property, or terms related to early termination charges in the case of sale of property.]  |
| <b>Estimated Benefits</b>              | [Provide an estimate of how many kWh of generation the customer will receive annually. Indicate whether that generation will be provided as kWh bill credits or as monetary bill credits based on the Value Stack. If a savings estimate was provided in marketing or other communications (or at the provider's option if one was not previously provided), provide an estimate of the dollar value of the credits associated with that generation, based on the utility baseline or estimate of the Value Stack, and the net savings resulting from a comparison of the estimated value to the contract price.] |
| <b>Guarantees</b>                      | [Either explain method in which savings are guaranteed or state "This contract does not guarantee savings."<br>[Either explain guarantee of specific level of system production or state "This contract does not guarantee a minimum level of system performance or production of energy."]]  |
| <b>Data Sharing and Privacy Policy</b> | [Explain what data, if any, will be requested from the customer's utility and how the data will be used. Explain or provide a link to provider's data privacy policies.]  |
| <b>Right to Cancel Without Penalty</b> | You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at [provide telephone number, email address, and other appropriate contact information].   |
| <b>Customer Rights</b>                 | If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .  |
| <b>Other Important Terms</b>           | [Additional information here at Provider's option; this row can be deleted if not used]<br>[If the provider will make any security filings, including liens, fixture filings, or UCC-1 filings, that must be disclosed in this section.]  |
| <b>Preparer Name</b>                   | [Name of sales representative]  |

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

## NEW YORK Community Distributed Generation Disclosure Form

[Provider Name, Address, Telephone Number, Email Address, and (optional) Provider Logo]

| Community Distributed Generation Disclosure Form |   |
|--|---|
| <b>Customer Information</b>                      | [Include Name, Service Address, Mailing Address (if different), and Contact Information]<br>[Indicate Customer's electric distribution utility]   |
| <b>Distribution Utility</b>                      |   |
| <b>Overview</b>                                  | This document describes your Community [list generation type (e.g., solar, hydroelectric)] [list contract type (e.g., subscription, lease, purchase)]. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.  |
| <b>Price, Fees, and Charges</b>                  | [Describe financial structure of agreement, including specific price per kWh or specific explanation of how price per kWh will be determined, amounts and due dates for up-front payments, or other charges or fees, including both recurring and non-recurring charges. For any charges or fees that will increase or vary, indicate how much, based on what, and what notice will be provided]<br><br>[If applicable, list credits, incentives, or rebates that customer will receive or will sign over to Provider, and indicate whether Provider or customer is responsible for applying for each credit, incentive, or rebate and whether Provider or customer will receive each credit, incentive, or rebate] |
| <b>Project Location and Customer Allocation</b>  | [Identify the location of the project, its size, and how much of the project's generation will be allocated to the customer. Provide approximate in-service date if available. If the project is not determined at the time of the subscription, provide potential locations (address not required; municipality of potential locations is sufficient), expected allocation or how allocation will be determined, and explain how customer will receive notice when they are assigned to a project.]  |
| <b>Length of Agreement and Renewal</b>           | [Description of term in months or years]<br>[Description of renewal or extension terms, if applicable]  |
| <b>Early Termination</b>                         | [Description of terms regarding early termination of agreement, including specific fees and charges or specific explanation of how fees or charges will be determined and any situations where fees would be waived.]   |
| <b>Estimated Benefits</b>                        | [Provide an estimate of how many kWh of generation the customer will receive annually. Indicate whether that generation will be provided as kWh bill credits or as monetary bill credits based on the Value Stack. If a savings estimate was provided in marketing or other communications (or at the provider's option if one was not previously provided), provide an estimate of the dollar value of the credits associated with that generation, based on the utility baseline or estimate of the Value Stack, and the net savings resulting from a comparison of the estimated value to the contract price.]   |
| <b>Guarantees</b>                                | [Either explain method in which savings are guaranteed or state "This contract does not guarantee savings."]<br>[Either explain guarantee of specific level of system production or state "This contract does not guarantee a minimum level of system performance or production of energy."]  |
| <b>Data Sharing and Privacy Policy</b>           | [Explain what data, if any, will be requested from the customer's utility and how the data will be used. Explain or provide a link to provider's data privacy policies.]  |
| <b>Right to Cancel Without Penalty</b>           | You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at [provide telephone number, email address, and other appropriate contact information].   |



|  |  |
|--|--|
| <b>Customer Rights</b>                       | If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> . |
| <b>Other Important Terms</b>                 | [Additional information here at Provider's option; this row can be deleted if not used]  |
| <b>Preparer Name and Contact Information</b> | [Name of sales representative]   |

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

## Endnotes

- 1 HF. 729, 88th Session. Chapter 216B Minnesota Statistics §2168B.1641 e(5) (2013).
- 2 Minnesota Public Utilities Commission, Docket No. E-002/13-867, 20149-103114-01 (September 17, 2014).
- 3 Clean Energy Resource Team, “Community Solar Garden Subscriber Disclosure Checklist.” July 2016. <https://www.cleanenergyresourceteams.org/sites/default/files/CSG-Disclosure-Checklist-2017.pdf>.
- 4 SB. 1465, 52nd Legislature. Chapter 56 Arizona Revised Statutes (2015).
- 5 Missouri Public Service Commission, Case ER-2016-0156.
- 6 Act 100, 28th Legislature. (2015).
- 7 Public Utilities Commission of the State of Hawaii, “For Approval to Establish a Rule to Implement a Community-Based Renewable Energy Program and Tariff and Other Related Matters.” (2017).
- 8 HB. 1087, §7-306.1 Annotated Code of Maryland (2016).
- 9 Maryland Public Service Commission, “Contracts for Customer Subscription in a Community Solar Energy Generation System.” COMAR 20.62.05.07 (2016).
- 10 Maryland Public Service Commission, “Required Disclosures.” COMAR 20.62.05.07 (2016).
- 11 HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 (2017).
- 12 See Appendix A..
- 13 AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated (2017).
- 14 SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23 (2017).
- 15 See Appendix A of this report for links to these forms.
- 16 HB. 589. Chapter 62 North Carolina General Statutes Annotated (2017).
- 17 SB. 5939. Chapter 36, Revised Code Of Washington (2017).
- 18 AB. 1070. Chapter 9 CA Bus & Prof Code (2017).
- 19 AB. 1070. Chapter 9 CA Bus & Prof Code §7169(a) (2017).
- 20 State of Illinois, Administrative Code (2013).
- 21 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 22 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 23 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 24 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 25 SB. 157, 2018 General Session. Chapter 98 Utah Code Annotated 1953 (2018).
- 26 For example, HB 528 which was introduced into the Louisiana legislature in 2014, would have required any agreement to install solar panels on residential property in the state to clearly define the rights and responsibilities of all involved parties, but did not pass.
- 27 See <https://www.seia.org/news/utah-governor-signs-new-laws-protecting-solar-consumers-and-extending-state-tax-credit>.
- 28 See <https://www.seia.org/initiatives/consumer-protection-industry-resource-portal>.
- 29 Missouri Public Service Commission, Case ER-2016-0156.
- 30 AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §18 (2017).

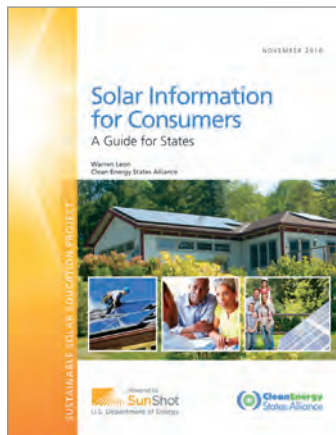
- 31 SB. 90, 2017 Legislature. Chapter 520 Florida Statutes Annotated §520.23(8) (2017).
- 32 HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(D) (2017).
- 33 HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(E) (2017).
- 34 HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(E) (2017).
- 35 HB. 199, 53rd Legislature. Chapter 57 New Mexico Statutes Annotated 1978 §3(17) (2017).
- 36 HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(11) (2017)
- 37 HB. 589. Chapter 62 North Carolina General Statutes Annotated §62-126.6(a)(12) (2017)
- 38 SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(12) (2016).
- 39 SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(A)(12) (2016).
- 40 SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(B) (2016).
- 41 SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §44-1763(C) (2016).
- 42 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 43 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” §VI(C)(7). October 19, 2017.
- 44 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” §VI(C)(7). October 19, 2017.
- 45 AB. 1070. Chapter 9 CA Bus & Prof Code §7169(a) (2017).
- 46 AB. 1070. Chapter 9 CA Bus & Prof Code §7169(a) (2017).
- 47 AB. 405, 79th Session. Chapter 589 Nevada Statutes Annotated §20(1) (2017).
- 48 SB. 1417, 52nd Legislature. Chapter 56 Arizona Revised Statutes §32-1154(G) (2016).
- 49 Clean Energy States Alliance, “Consumer Protection for Community Solar: A Guide for States.” June 8, 2017. <https://www.cesa.org/resource-library/resource/consumer-protection-for-community-solar-a-guide-for-states>.
- 50 New Jersey’s Clean Energy Act, which was signed into law in 2018, directs the New Jersey Board of Public Utilities to adopt rules and regulations establishing a Pilot Program, including consumer contract disclosures, however, specific solar contract disclosure requirements have not yet been published. A.3723, 218th Legislature. Chapter 17 New Jersey Statutes Annotated (2018).
- 51 North Carolina’s legislation authorizes the state’s Public Utility Commission to develop a community solar program, which “[i]dentif[ies] the information that must be provided to potential subscribers to ensure fair disclosure of future costs and benefits of subscriptions.” HB. 589, General Assembly of North Carolina Session 217. § 62-126.8(e)(3).
- 52 Connecticut Department of Energy & Environmental Protection, “Request for Proposals from Private Developers for Shared Clean Energy Facilities, Appendix C.” March 28, 2017. [http://www.dpuc.state.ct.us/DEEP/energy.nsf/c6c6d525f7cdd1168525797d0047c5bf/b65ae1f4f487d261852580d7006bd50f/\\$FILE/2017.03.28\\_%20FINAL%20Revised%20Modified%20RFP.pdf](http://www.dpuc.state.ct.us/DEEP/energy.nsf/c6c6d525f7cdd1168525797d0047c5bf/b65ae1f4f487d261852580d7006bd50f/$FILE/2017.03.28_%20FINAL%20Revised%20Modified%20RFP.pdf).
- 53 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 54 New York Public Service Commission, “Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers.” October 19, 2017.
- 55 Solar Energy Industries Association, “Petition for Rehearing of the Solar Energy Industries Association,” In the Matter of Regulation and Oversight of Distributed Energy Resource Providers and Products (Case 15-M-0180) November 20, 2017. <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={2C6A4B11-1B26-4BBA-97FD-ACE90776CB27}>
- 56 Clean Energy States Alliance, “Solar Information for Consumers: A Guide for States.” (November 8, 2016). <https://www.cesa.org/resource-library/resourcesolar-information-for-consumers-a-guide-for-states>.

## From CESA's Sustainable Solar Education Project

[www.cesa.org/projects/sustainable-solar](http://www.cesa.org/projects/sustainable-solar)

The Sustainable Solar Education Project provides timely information and educational resources to help states and municipalities ensure distributed solar electricity remains consumer friendly and benefits low- and moderate-income households.

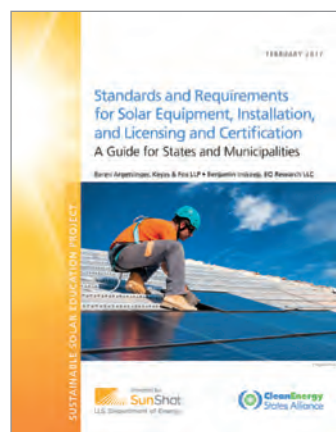
The project has developed guides, webinars, and in-person training for government officials on topics related to strengthening solar equitability, improving consumer information, and implementing consumer protection measures.



### **SOLAR INFORMATION FOR CONSUMERS: A GUIDE FOR STATES AND MUNICIPALITIES**

This guide explains why states should provide consumer information on solar, describes the types of information that can be useful, and points out existing educational efforts by states and other entities that provide models and useful resource information.

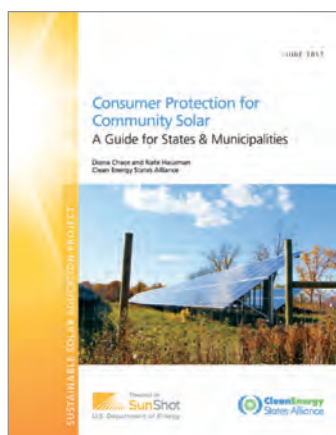
The accompanying webinar recording is available at [www.cesa.org/webinars/solar-consumer-protection](http://www.cesa.org/webinars/solar-consumer-protection).



### **STANDARDS AND REQUIREMENTS FOR SOLAR EQUIPMENT, INSTALLATION, AND LICENSING AND CERTIFICATION: A GUIDE FOR STATES AND MUNICIPALITIES**

This guide is intended as a starting point for program managers in states or municipalities who are developing or revising standards and requirements for installation, licensing and certification, equipment, and warranties for solar photovoltaic (PV) equipment and systems.

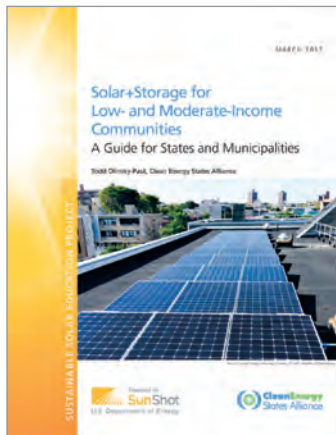
The accompanying webinar recording is available at [www.cesa.org/webinars/solar-equipment-installation-and-licensing-and-certification-a-guide-for-states-and-municipalities](http://www.cesa.org/webinars/solar-equipment-installation-and-licensing-and-certification-a-guide-for-states-and-municipalities).



### **CONSUMER PROTECTION FOR COMMUNITY SOLAR: A GUIDE FOR STATES**

This guide discusses consumer protection issues that may arise in community solar projects for residential consumers, and the role states play in ensuring appropriate consumer protections.

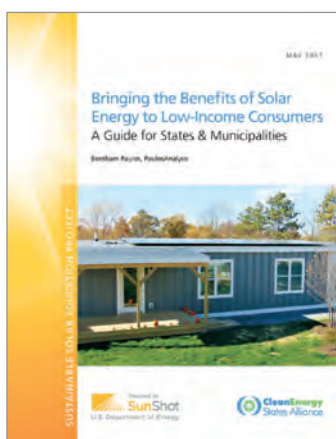
The accompanying webinar information can be found at <http://www.cesa.org/webinars/consumer-protections-for-community-solar?date=2017-06-22>.



### **PUBLICLY SUPPORTED SOLAR LOAN PROGRAMS: A GUIDE FOR STATES AND MUNICIPALITIES**

This guide describes general factors state and municipal governments should consider when assessing whether to launch a public solar loan program, explains various loan program design elements, and offers several case studies.

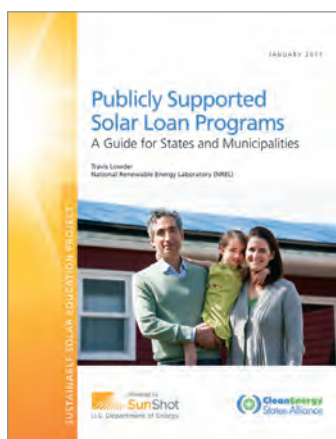
The accompanying webinar recording is available at [www.cesa.org/webinars/designing-publicly-supported-solar-loan-programs](http://www.cesa.org/webinars/designing-publicly-supported-solar-loan-programs).



### **SOLAR+STORAGE FOR LOW- AND MODERATE-INCOME COMMUNITIES: A GUIDE FOR STATES AND MUNICIPALITIES**

This guide seeks to provide state and municipal officials with information to develop effective solar and battery storage (solar+storage) policies and programs that benefit low- and moderate-income (LMI) communities. It explores a range of policy approaches that have been successfully employed and provides program examples from states that have made LMI access to these technologies a priority.

The accompanying webinar recording is available at [cesa.org/webinars/solar-storage-for-lmi-communities](http://cesa.org/webinars/solar-storage-for-lmi-communities).



### **BRINGING THE BENEFITS OF SOLAR ENERGY TO LOW-INCOME CONSUMERS**

This guide outlines the obstacles that low-income households face in accessing solar power and provides a detailed overview of strategies that policymakers and government agencies can use to encourage low-income solar adoption.

The accompanying webinar recording can be found at [cesa.org/webinars/bringing-the-benefits-of-solar-to-low-income-customers](http://cesa.org/webinars/bringing-the-benefits-of-solar-to-low-income-customers).





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Clean Energy States Alliance (CESA) is a national, nonprofit coalition of public agencies and organizations working together to advance clean energy. CESA members—mostly state agencies—include many of the most innovative, successful, and influential public funders of clean energy initiatives in the country.

CESA works with state leaders, federal agencies, industry representatives, and other stakeholders to develop and promote clean energy technologies and markets. It supports effective state and local policies, programs, and innovation in the clean energy sector, with an emphasis on renewable energy, power generation, financing strategies, and economic development. CESA facilitates information sharing, provides technical assistance, coordinates multi-state collaborative projects, and communicates the views and achievements of its members.

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