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EXPLANATION: Matter in (1) **blue bold italics** is new language in the original bill; (2) variations of **green bold underlining** is language proposed to be added in this amendment; (3) **red strikethrough** is deleted language in the original bill; (4) **purple double strikethrough** is language proposed to be deleted in this amendment; (5) **orange double underlining** is deleted language in the original bill proposed to be retained in this amendment. (6) variation of **light blue bold italics** is language proposed to be added in this amendment. (7) **maroon bold strikethrough** is language proposed to be deleted in this amendment.

- 4 **Section 1. Chapter 598 of NRS is hereby amended by adding thereto the**
5 **provisions set forth as sections 2 and 3 of this act.**
6
7 **Sec. 2. 1. A solar installation company shall, through telephone, video**
8 **conference, or in person, verbally:**
9 **(a) confirm the identity of the purchaser;**
10 **(b) communicate to a purchaser or lessee under an agreement for the purchase**
11 **or lease of a distributed generation system or a host customer under a power**
12 **purchase agreement the information required to be included in a cover page**
13 **pursuant to NRS 598.9809, 598.9813 or 598.9816, as applicable; and**
14 **(c) obtain confirmation that the purchaser understands the information contained in**
15 **subsection (b) of this section.**
16 **2. The verbal communication required by subsection 1 must be:**
17 **(a) Recorded by the solar installation company; and**
18 **(b) Be conducted ~~Provided:~~**
19 **~~(1) At the time of the execution of the agreement or within 48 hours after~~**
20 **~~the execution of the agreement. ~~and~~~~**
21 **3. A solar installation company shall not commence**
22 **~~(2) Before the installation of any distributed generation system under the agreement~~**
23 **~~until a recording required by paragraph 1 is completed.~~**
24 **3.4. A solar installation company shall maintain the recording of a verbal**
25 **communication made pursuant to this section for not less than 4 years from the date**
26 **of any required final inspections within the jurisdiction in which the distributed**
27 **generation system is located ~~10 years after the recording is made.~~**
28 **Sec. 3. Any purchaser or lessee who enters into or signs an agreement for**
29 **the purchase or lease of a distributed generation system or host customer who**
30 **enters into a power purchase agreement may rescind or cancel the agreement,**
31 **without any penalty or obligation, by giving**
32 **notice in writing to the solar installation company either by delivering, mailing or**
33 **telegraphing such notice or sending such notice by electronic mail not later than**
34 **midnight of the third business day after the date the agreement was entered into**
35 **or signed. The notice must be addressed to the solar installation company at the**
36 **solar installation company's place of business, or any place designated by the**
37 **agreement, or sent to the electronic mail**
38 **address set forth on the cover page required by NRS 598.9809, 598.9813 or**
598.9816, as applicable, and must contain words indicating the intent of the
purchaser, lessee or host customer to rescind or cancel the transaction previously
entered into.

39 them in those sections.

40
41 **Sec. 5. NRS 598.9804 is hereby amended to read as follows:**

42 598.9804 "Distributed generation system" means a system or facility for the
43 residential generation of electricity ~~;~~

44 ~~1. That *that* uses solar energy to generate electricity. *The term includes a*~~

45 ~~*residential photovoltaic system as defined in NRS 624.850. ;*~~

46 ~~2. That is located on the property of a customer of an electric utility;~~

47 ~~3. That is connected on the customer's side of the electricity meter;~~

~~4. That provides electricity primarily to offset customer load on that property;
The excess generation from which is periodically exported to the grid in accordance
with the provisions governing net metering systems used by customer generators
pursuant to NRS 704.766 to 704.776, inclusive.;~~

8 **Sec. 6. NRS 598.9809 is hereby amended to read as follows:**

9 598.9809 An agreement for the lease of a distributed generation system must
10 include a cover page that ~~provides~~ :

11 **1. Prominently displays the following information at the top of the cover
page in at least 16-point font:**

12 ~~(a) Notice of the right to rescind or cancel the agreement, without any
penalty or obligation, with 3 business days after the execution of the agreement,
as provided in section 3 of this act.~~

13 ~~(b) An electronic mail address to which a notice of rescission or cancellation
may be sent pursuant to section 3 of this act and notice that the lessee may send
such a notice to that electronic mail address.~~

14 ~~(c) Notice to the purchaser of the recording requirements of Section 2 of this Act.~~

15 ~~(d) Notice that prior to installation of the distributed generation system that the
purchaser will have the opportunity to confirm there were no representations, offers,
or promises made at any time concerning the purchase of the distributed generation
system that are not contained in the agreement.~~

21 **2. Provides** the following information in at least 10-point font:

22 ~~1.1~~ (a) The amounts due at the signing for and at the completion of the
23 installation or any inspection of the distributed generation system.

24 ~~1.2~~ (b) An estimated timeline for the installation of the distributed generation
25 system.

26 ~~1.3~~ (c) The estimated amount of the monthly payments due under the lease in
27 the first year of operation of the distributed generation system.

28 ~~1.4~~ (d) The length of the term of the lease.

29 ~~1.5~~ (e) A description of any warranties.

30 ~~1.6~~ (f) The rate of any payment increases.

31 ~~1.7~~ (g) The identification of any state or federal tax incentives that are
32 included in calculating the amount of the monthly payments due under the lease.

33 ~~1.8~~ (h) The estimated production of the distributed generation system in the
34 first year of operation *and an explanation that the purchaser:*

35 ~~(A) will always receive a power bill if connected to the grid;~~

36 ~~(B) that the estimated production is based upon available prior
consumption data; and~~

37 ~~(C) any change in consumption by the purchaser will impact the estimated
offset, or savings, in relation to the production.~~

38 ~~1.9~~ (i) A description of the terms for renewal or any other options available at
39 the end of the term of the lease.

40 ~~1.10~~ (j) A description of any option to purchase the distributed generation
41 system before the end of the term of the lease.

42 ~~1.11~~ (k) Notice of the existence of the Recovery Fund administered by the
43 State Contractors' Board pursuant to NRS 624.470.

44 ~~1.12~~ (l) Notice that a person financially damaged by a licensed contractor who
45 performs work on a residence may be eligible to recover certain financial damages
46 from the Recovery Fund.

47 ~~1.13~~ (m) Notice that a host customer may file a complaint with the Public
48 Utilities Commission of Nevada.

49 ~~1.14~~ (n) Contact information for the State Contractors' Board and the Public
50 Utilities Commission of Nevada, including, without limitation, a telephone number.

51 ~~(o) Notice that the lessee, before the execution of the agreement, may request
52 any document used in the solicitation, offer or transaction for the agreement in
53 any language.~~

54
55 **Sec. 7. NRS 598.9813 is hereby amended to read as follows:**

56 598.9813 An agreement for the purchase of a distributed generation system
57 must include a cover page that ~~provides~~ :

58 **1. Prominently displays the following information at the top of the cover**

- 59 page in at least 16-point font:
60 (a) Notice of the right to rescind or cancel the agreement, without any
61 penalty or obligation, with 3 business days after the execution of the agreement,
62 as provided in section 3 of this act.
1 (b) An electronic mail address to which a notice of rescission or cancellation
2 may be sent pursuant to section 3 of this act and notice that the purchaser may
3 send such a notice to that electronic mail address.
63 (c) Notice to the purchaser of the recording requirements of Section 2 of this Act.
64 (d) Notice that prior to installation of the distributed generation system that the
purchaser will have the opportunity to confirm there were no representations, offers,
or promises made at any time concerning the purchase of the distributed generation
system that are not contained in the agreement.

- 1
2 **2. Provide** the following information in at least 10-point font:
3 ~~1.1~~ (a) The size of the distributed generation system.
4 ~~1.2~~ (b) The length of the term of the warranty for the distributed generation
5 system.
6 ~~1.3~~ (c) An estimated timeline for the installation of the distributed generation
7 system.
8 ~~1.4~~ (d) A description of any warranties.
9 ~~1.5~~ (e) The total cost of the distributed generation system.
10 ~~1.6~~ (f) The estimated value of any portfolio energy credits and rebates of any
11 incentives included in the calculation of the total cost of the distributed generation
12 system.
13 ~~1.7~~ (g) The amounts due at the signing for and at the completion of the
14 installation of the distributed generation system.
15 ~~1.8~~ (h) The estimated production of the distributed generation system in the
65 first year of operation and an explanation that the purchaser:
66 (A) will always receive a power bill if connected to the grid;
67 (B) that the estimated production is based upon available prior
consumption data; and
68 (C) any change in consumption by the purchaser will impact the estimated
offset, or savings, in relation to the production.

- 1
2 ~~1.9~~ (i) Notice of the existence of the Recovery Fund administered by the State
3 Contractors' Board pursuant to NRS 624.470.
4 ~~1.10~~ (j) Notice that a person financially damaged by a licensed contractor who
5 performs work on a residence may be eligible to recover certain financial damages
6 from the Recovery Fund.
7 ~~1.11~~ (k) Notice that a host customer may file a complaint with the Public
8 Utilities Commission of Nevada.
9 ~~1.12~~ (l) Contact information for the State Contractors' Board and Public
10 Utilities Commission of Nevada, including, without limitation, a telephone number.
11 (m) Notice that the purchaser, before the execution of the agreement, may
12 request any document used in the solicitation, offer or transaction for the
13 agreement in any language.
14

15 **Sec. 8. NRS 598.9816 is hereby amended to read as follows:**
16 598.9816 A power purchase agreement for the sale of the output of a
17 distributed generation system must include a cover page that ~~provides~~ :

- 18 **1. Prominently displays the following information at the top of the cover**
19 **page in at least 16-point font:**
20 (a) Notice of the right to rescind or cancel the agreement, without any
21 penalty or obligation, with 3 business days after the
22 execution of the agreement, as provided in section 3 of this act.
23 (b) An electronic mail address to which a notice of rescission or cancellation
24 may be sent pursuant to section 3 of this act and notice that the host customer may
25 send such a notice to that electronic mail address.
69 (c) Notice to the purchaser of the recording requirements of Section 2 of this Act.
70 (d) Notice that prior to installation of the distributed generation system that the
purchaser will have the opportunity to confirm there were no representations, offers,
or promises made at any time concerning the purchase of the distributed generation
system that are not contained in the agreement.
1 **2. Provides** the following information in at least 10-point font:
2 ~~1.1~~ (a) The rate of any increase in the payments to be made during the term of
3 the agreement and, if applicable, the date of the first such increase.
4 ~~1.2~~ (b) An estimated timeline for the installation of the distributed generation
5 system.
6 ~~1.3~~ (c) The rate of electricity per kilowatt-hour of electricity for the first year
7 of the agreement.
8 ~~1.4~~ (d) The length of the term of the agreement.
9 ~~1.5~~ (e) The amounts due at the signing for and at the completion of the

10 installation or any inspection of the distributed generation system.
11 ~~16.1~~ (f) The estimated production of the distributed generation system in the
12 first year of operation.

71 *and an explanation that the purchaser:*

72 (A) will always receive a power bill if connected to the grid;
73 (B) that the estimated production is based upon available prior
consumption data; and

74 (C) any change in consumption by the purchaser will impact the estimated
offset, or savings, in relation to the production.

1 ~~17.1~~ (g) A description of the options available at the end of the term of the
2 agreement.

3 ~~18.1~~ (h) A description of any option to purchase the distributed generation
4 system before the end of the term of the agreement.

5 ~~19.1~~ (i) Notice of the existence of the Recovery Fund administered by the State
6 Contractors' Board pursuant to NRS 624.470.

7 ~~110.1~~ (j) Notice that a person financially damaged by a licensed contractor who
8 performs work on a residence may be eligible to recover certain financial damages
9 from the Recovery Fund.

10 ~~111.1~~ (k) Notice that a host customer may file a complaint with the Public
11 Utilities Commission of Nevada.

12 ~~112.1~~ (l) Contact information for the State Contractors' Board and the Public
13 Utilities Commission of Nevada, including, without limitation, a telephone number.

14 (m) Notice that the host customer, before execution of the agreement, may
15 request any document used in the solicitation, offer or transaction for the power
16 purchase agreement in any language.
17

18 **Sec. 9. NRS 598.9822 is hereby amended to read as follows:**

19 598.9822 1. A host customer may file a complaint concerning a solar
20 installation company with the Public Utilities Commission of Nevada. Upon receipt
21 of a complaint, the Commission may direct the host customer to the appropriate
22 agency or person to resolve the complaint.

23 2. The failure of a person to comply with NRS 598.9801 to 598.9822,
24 inclusive, and sections 2 and 3 of this act constitutes a deceptive trade practice for
25 the purposes of NRS 598.0903 to 598.0999, inclusive.

26 3. If a solar installation company executes with a purchaser or lessee an
27 agreement for the purchase or lease of a distributed generation system or with a
28 host customer a power purchase agreement and fails to comply with any
29 requirement of NRS 598.9801 to 598.9822, inclusive, and sections 2 and 3 of this
30 act, including, without limitation, by failing to include any disclosure or
31 information required by NRS 598.9801 to 598.9822, inclusive, and sections 2 and
32 3 of this act, or failing to maintain a recording of a verbal communication as
33 required by section 2 of this act, the agreement is voidable by the purchaser,
34 lessee or host customer.

35 4. A violation of any provision of NRS 598.9801 to 598.9822, inclusive, and
36 sections 2 and 3 of this act, constitutes consumer fraud for the purposes of NRS
37 41.600.

38 ~~14.1~~ 5. Any document described in NRS 598.9809 to 598.9821, inclusive,
39 and sections 2 and 3 of this act must be provided in:

- 40 (a) English; or
41 (b) ~~Spanish,~~ Any other language, if any person so requests.

42 6. A solar installation company, before the execution of an agreement for
43 the purchase or lease of a distributed generation system or a power purchase
44 agreement, shall provide the purchaser, lessee or host customer, as applicable, a
45 copy of the cover page required by NRS 598.9809, 598.9813 or 598.9816, as
46 applicable, in the language that the majority of the solicitation, offer or
47 transaction for the agreement occurred, if the majority of the language that was
48 used was a language other than English.

49
50 **Sec. 10. NRS 624.860 is hereby amended to read as follows:**

51 624.860 1. A person shall not, directly or indirectly ~~1.1~~ on his or her own
52 behalf or on behalf of another, perform or offer to perform any work concerning a
53 residential photovoltaic system used to produce electricity, or advertise, solicit or
54 offer to enter into an agreement described in NRS 598.9801 to 598.9822,
55 inclusive, and sections 2 and 3 of this act unless the person ~~holds:~~

- 1 ~~1.1. A):~~
2 (a) Holds a license issued pursuant to this chapter which authorizes the person
3 to perform ~~such~~ work ~~1.1 or~~ concerning a residential photovoltaic system used to
4 produce electricity; or
5 (b) Is an employee of a person described in paragraph (a).

6 2. ~~Any other license, certificate, registration or permit under state law which~~

7 ~~authorizes the person to perform such work.]~~ The provisions of this section do not
8 prohibit a person who does not hold a license issued pursuant to this chapter and
9 who is not an employee of a person who holds a license issued pursuant to this
10 chapter from generating leads or referrals for a residential photovoltaic system
11 used to produce electricity, limited to, serving as a referral source for licensed
contractors, providing contact information of a licensed contractors to
prospective customers, and setting up appointments for licensed contractors.

3. ~~The persons provided for in the provisions of subsection 2 shall not so~~
~~long as the person does not~~ solicit or provide solicitation services, consulting
services, brokering services, a quote, or offer for the sale or installation of such a
residential photovoltaic system.

12 4. Other than the permissible conduct described in Subsection 2, licensed
contractors shall not transact, contract, partner, or enter into any agreement
with unlicensed persons described in Subsection 2, including, without limitation,
solicitation services, consultation services, brokerage services, quotes, or offers
for the sale and installation of a solar photovoltaic system.

13
14 Section 11 (amendment to 598.9801 to 598.9822, inclusive, and
15 sections 2 and 3 of this act).

16 The term "Production" means the amount of AC kilowatt hours generated by the
17 distributed generation system.