
Consumer Protection & Business Committee

SSB 6256

Brief Description: Providing solar consumer protections.

Sponsors: Senate Committee on Labor & Commerce (originally sponsored by Senators Stanford, Conway, Hasegawa, Kuderer, Nobles, Saldaña and Valdez; by request of Department of Commerce).

Brief Summary of Substitute Bill

- Requires a person or entity to be licensed as an electrical contractor to advertise, offer to work on, bid, engage in, conduct, or carry on the business of installing, repairing, replacing, or maintaining solar energy systems that cost more than \$1,000.
- Requires a person or entity who designs solar energy systems that cost more than \$1,000 to either be a licensed electrical contractor, architect, or engineer.
- Requires all solar energy installation contracts to include various provisions, notices, and disclosures.
- Provides for enforcement under the Consumer Protection Act.

Hearing Date: 2/20/24

Staff: Megan Mulvihill (786-7304).

Background:

Electrical Contractor License.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

An electrical contractor license is required to engage in the business of installing or maintaining wires or equipment to convey electric current, or equipment to be operated by electric current. A person must have a journey level or specialty electrician certificate of competency in order to work as an electrician. To obtain a certificate of competency, a person must complete certain requirements and pass an examination. The Department of Labor and Industries (L&I) issues licenses and certificates of competency and otherwise administers the regulation of electricians and electrical work. L&I may enter a reciprocal agreement with another state to accept the credentials of the other state if the requirements are equal to Washington's standards.

Net Metering.

Net metering allows customers who produce their own electricity with on-premises solar energy systems to sell the electricity they aren't using back to an electric utility and offset their future energy costs. A net metering on-premises solar energy system is defined as a fuel cell, a combined heat and power facility, or a renewable energy generation facility that:

- has an electrical generating capacity of not more than 100 kilowatts;
- is located on the customer's premises;
- operates in parallel with the electric utility's transmission and distribution facilities; and
- is intended primarily to offset part or all of the customer's requirements for electricity.

Summary of Bill:

License Required.

Any person, firm, partnership, corporation, or other entity advertising, offering to do work, submitting a bid, engaging in, conducting, or carrying on the business of installing, repairing, replacing, or maintaining residential or commercial solar energy systems for a total cost, including labor and materials, in excess of \$1,000 must be licensed as an electrical contractor. Any person, firm, partnership, corporation, or other entity designing residential or commercial solar energy systems for a total cost, including labor and materials, in excess of \$1,000 must either be a licensed electrical contractor, an architect, or an engineer.

Solar Energy Installation Contract.

All solar energy installation contracts (contract) must be written, be in the same language and contain terms used in the sales presentation made to the customer, and a copy must be given to the customer at the time of signing.

The contract must contain:

- the total cost;
- an itemized list of work to be performed, including electrical system or utility equipment upgrades;
- any financing incorporated directly into the contract, which must be identified as a separate line item and conform to all state and federal consumer loan regulations and disclosure requirements;
- disclosure of the exact amount paid, if any, by a solar energy contractor (contractor) or salesperson to any lender or third-party financing company in the form of a dealer fee, or

other similar inducement to obtain financing, irrespective of whether financing is incorporated with the contract or in conjunction with a third-party lender;

- the cost per watt calculated as the total contract amount, including labor and materials, for installing the solar energy system (system), divided by the total direct current nameplate rating of the solar array;
- a detailed payment schedule based on projected completion milestones that explains when costs are due, the customer's right to cancel, and identifies cancellation fees due at each milestone;
- the model and brand name of major system components to be installed, and if changes occur throughout the contract duration, the changes must be documented, the efficiency and warranty period of the new major system components must be provided, and the changes must be agreed upon by the customer;
- the manufacturer's warranty period for each major system component;
- any contractual ongoing operations and maintenance costs;
- a list of anticipated maintenance activities that the customer will need to perform in order to maintain the warranty and system performance;
- the system's first-year annual production projections in kilowatt-hours;
- an explanation of what happens annually to any unused net metering or other applicable bill credits from on-site generation;
- the contractor's good faith estimate of projected electric bill savings the system is expected to achieve over the first 12 months after interconnection;
- the contact information of the contractor and primary salesperson or sales firm, if different from the contractor;
- a statement as to whether all or part of the work is intended to be subcontracted to, or performed by another person or entity, other than the contractor's own workforce;
- statements, each initialed and acknowledged by the customer, warning the customer about confirming financing details before signing a contract, the customer's right to cancel, information on the residential clean energy tax credit, and details about how system deinstallation and reinstallation will be handled when future roof repairs or replacement occurs;
- a copy of the Internal Revenue Service's current revision of form 5695 instructions for residential clean energy credit (Part I) qualified solar electric property costs;
- a statement that it is the contractor's responsibility to install the system per the manufacturer instructions, in compliance with the national electric code and local building codes, and the applicable utility's interconnection standards;
- a copy of, or URL to, the applicable utility's interconnection application;
- a statement documenting which party is responsible for obtaining permission to operate from the utility;
- a statement that the addition of a system may affect the structure's assessed and taxed value; and
- a statement about how the system will automatically disconnect from the utility grid in the event of a power outage to protect utility repair personnel from potential electric shock and not provide electricity during a power outage, unless the system includes energy storage equipment or power conversion and control technologies designed and installed to provide

backup power during an outage.

For installation that includes roofing work for a residential customer, the contractor must provide the customer with separate invoices for the roofing work, and the contract must separately itemize and identify the cost of roofing tear off and replacement.

Cancellation Rights.

If a customer exercises their right to cancel the contract within three business days of signing it, the contractor may not enforce the contract's terms. The contractor must terminate any security interest or statutory lien created under the transaction within 20 days of receiving the customer's written rescission. If the customer exercises their right to cancel via email or a certified letter postmarked within the three-day window, even if the contractor or salesperson has not responded, the terms of the contract may not be enforced. A salesperson or contractor may not charge a customer for payment until the rescission period has passed.

Utility Interconnection Approval.

An electric utility must approve the interconnection application for the system before installation. A system that is not approved by the utility must be modified to meet the utility's requirements before the installation can proceed. However, the utility may waive this requirement for contractors certified by the utility. The contractor must notify the applicable electric utility of any equipment or design changes that occur.

Transfer of Contract Liability.

A person, firm, partnership, corporation, or other entity who purchases or is otherwise assigned a contract is subject to all claims and defenses that the customer could assert against the contractor. A person, firm, partnership, corporation, or other entity who sells or otherwise assigns a contract must include a prominent notice of the potential liability.

Violations and Remedies.

A contractor, subcontractor, or salesperson who fails to comply with these requirements is liable to the customer for any actual damages sustained as a result of the failure. A person is prohibited from soliciting any deceptive statement or representation regarding the costs, financing, terms, or conditions of purchase or installation of residential or commercial systems. A violation of the requirements set forth by this act is considered unfair or deceptive trade practices and an unfair method of competition under the Consumer Protection Act.

Appropriation: None.

Fiscal Note: Available.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.