

Amendment No. 704

Assembly Amendment to Senate Bill No. 293 First Reprint (BDR 52-459)

Proposed by: Assembly Committee on Growth and Infrastructure

Amends: Summary: No Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes

ASSEMBLY ACTION			Initial and Date	SENATE ACTION			Initial and Date		
Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____	Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____
Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____
Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____

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.

JFD/AAK



Date: 5/22/2023

S.B. No. 293—Revises provisions relating to distributed generation systems.
(BDR 52-459)



SENATE BILL NO. 293—SENATORS DONATE AND DALY

MARCH 15, 2023

Referred to Committee on Growth and Infrastructure

SUMMARY—Revises provisions relating to distributed generation systems. (BDR 52-459)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact. Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to energy; revising certain contractual requirements for an agreement for the purchase or lease of a distributed generation system and a power purchase agreement; imposing various requirements on solar installation companies; revising ~~the definition of “distributed generation system”;~~ **certain definitions**; prohibiting a person from engaging in certain activities relating to residential photovoltaic systems unless the person is licensed by the State Contractors’ Board or is an employee of such a person; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law imposes certain requirements on solar installation companies that sell and
2 install distributed generation systems in this State. Existing law prescribes certain contractual
3 requirements for an agreement for the purchase or lease of a distributed generation system and
4 a power purchase agreement. (NRS 598.9801-598.9822) **Section 3** of this bill authorizes a
5 purchaser or lessee who enters into or signs an agreement for the purchase or lease of a
6 distributed generation system or a power purchase agreement to rescind **or cancel** the
7 agreement by providing certain notice to the solar installation company within 3 business days
8 after the agreement was entered into or signed.

9 Existing law requires an agreement for the purchase or lease of a distributed generation
10 system or a power purchase agreement to include a cover page containing certain information.
11 (NRS 598.9809, 598.9813, 598.9816) **Sections 6-8** of this bill require such a cover page to
12 include certain additional information. **Section 2** of this bill requires a solar installation
13 company to: (1) verbally communicate the information that is required to be included in the
14 cover page to a purchaser or lessee, as applicable, **in person or** via a telephone call **or**
15 **videoconference** that is recorded; and (2) maintain each recording ~~of such a telephone call~~
16 for not less than ~~10~~ **4** years after the date ~~on which the telephone call is made.~~ **of any final**
17 **inspection of the distributed generation system.** ~~Section 9 of this bill requires~~ **If** a solar
18 installation company ~~it~~ **or its employees or agents advertise or negotiate certain terms for**
19 **the purchase or lease of a distributed generation system or a power purchase agreement**
20 **in a language other than English, section 9 of this bill requires the company to provide a**
21 **translation of the contract, agreement or certain required notices in that language to**
22 **certain persons** before the execution of ~~an~~ **the contract or** agreement ~~for the purchase or~~
23 ~~lease of a distributed generation system or a power purchase agreement,~~ **to provide a copy of**
24 **the cover page to the purchaser or lessee, as applicable, in the language that the majority of**

the solicitation, offer or transaction for the agreement occurred, if the majority of the language that was used was a language other than English.] **resulting from such advertising or negotiations.** Section 4 of this bill makes a conforming change to indicate the proper placement of sections ~~2 and~~ **1.3-3 of this bill** in the Nevada Revised Statutes.

Existing law defines “distributed generation system” as a system or facility for the generation of electricity: (1) that uses solar energy to generate electricity; (2) that is located on the property of a customer of an electric utility; (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; and (5) the excess generation from which is periodically exported to the grid in accordance with the provisions governing net metering systems. (NRS 598.9804) **Section 5 of this bill revises the definition of “distributed generation system” to mean a system or facility for the residential generation of electricity that uses solar energy to generate electricity. Section 5.5 of this bill revises the definition of “solar installation company.”**

Section 9 ~~of this bill~~ provides that if a solar installation company executes an agreement for the purchase or lease of a distributed generation system or a power purchase agreement and **knowingly** fails to comply with requirements set forth under existing law governing such agreements and ~~sections 2-1.3-9~~ of this bill, the agreement is voidable by the purchaser or lessee, as applicable.

Existing law prohibits a person from performing any work on residential photovoltaic systems used to produce electricity without the proper license or other authorization under state law. (NRS 624.860) **Section 10** of this bill revises that prohibition to ~~1-1~~ prohibit a person from performing such work, **or providing a bid for or executing a contract to perform such work**, unless the person holds a license issued by the State Contractors’ Board or is an employee of such a person. ~~1- and (2) additionally prohibit a person from advertising, soliciting or offering to enter into an agreement for the purchase or lease of a distributed generation system or a power purchase agreement unless the person holds such a license or is an employee of such a person. Section 10 provides that a person who does not hold such a license and is not an employee of a person who holds such a license is authorized to generate leads or referrals for a residential photovoltaic system used to produce electricity if the person does not provide a quote or offer for the sale or installation of such a system.]~~

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 598 of NRS is hereby amended by adding thereto the provisions set forth as sections ~~2 and~~ **1.3 to 3, inclusive**, of this act.

Sec. 1.3. **“Offset” means the amount of alternating current kilowatt hours generated by a distributed generation system divided by prior consumption, to the extent data on prior consumption is available.**

Sec. 1.7. **“Production” means the amount of alternating current kilowatt hours generated by a distributed generation system.**

Sec. 2. 1. **A solar installation company shall, ~~through~~ in person or by telephone ~~1-1~~ or videoconference, verbally ~~communicate~~;**

(a) Confirm the identity of a purchaser or lessee under an agreement for the purchase or lease of a distributed generation system or a host customer under a power purchase agreement;

(b) Communicate to ~~a~~ the purchaser, ~~for~~ lessee ~~under an agreement for the purchase or lease of a distributed generation system~~ or ~~a~~ host customer ~~under a power purchase agreement~~ the information required to be included in a cover page pursuant to NRS 598.9809, 598.9813 or 598.9816, as applicable ~~1-1~~;
and

(c) Confirm that the purchaser, lessee or host customer understands the information communicated pursuant to paragraph (b).

2. **The verbal communication required by subsection 1 must be:**

1 (a) Recorded by the solar installation company; and

2 (b) ~~Provided~~

3 ~~(1) At~~ Conducted at the time of the execution of the agreement or within
 4 48 hours after the execution of the agreement. ~~and~~

5 ~~(2) Before the installation of any distributed generation system under the~~
 6 ~~agreement.]~~

7 3. A solar installation company shall not commence the installation of any
 8 distributed generation system under an agreement until the recording required
 9 pursuant to this section has been made.

10 4. A solar installation company shall maintain the recording ~~of a verbal~~
 11 ~~communication made~~ required pursuant to this section for not less than ~~10~~ 4
 12 years after the ~~recording is made~~ date of the final inspection of the distributed
 13 generation system within the jurisdiction in which the distributed generation
 14 system is located.

15 **Sec. 3.** Any purchaser or lessee who enters into or signs an agreement for
 16 the purchase or lease of a distributed generation system or host customer who
 17 enters into a power purchase agreement may rescind or cancel the agreement,
 18 without any penalty or obligation, by giving notice in writing to the solar
 19 installation company either by delivering, mailing or telegraphing such notice or
 20 sending such notice by electronic mail not later than midnight of the third
 21 business day after the date the agreement was entered into or signed. The notice
 22 must be addressed to the solar installation company at the solar installation
 23 company's place of business, or another place designated in the agreement, or
 24 sent to the electronic mail address set forth on the cover page required by NRS
 25 598.9809, 598.9813 or 598.9816, as applicable, and must contain words
 26 indicating the intent of the purchaser, lessee or host customer to rescind or
 27 cancel the transaction previously entered into.

28 **Sec. 4.** NRS 598.9801 is hereby amended to read as follows:

29 598.9801 As used in NRS 598.9801 to 598.9822, inclusive, and sections ~~2~~
 30 and ~~1.3 to 3~~, inclusive, of this act, unless the context otherwise requires, the
 31 words and terms defined in NRS 598.9802 to 598.9808, inclusive, and sections 1.3
 32 and 1.7 of this act have the meanings ascribed to them in those sections.

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

34 598.9804 "Distributed generation system" means a system or facility for the
 35 residential generation of electricity ~~;~~

- 36 ~~1. That~~ that uses solar energy to generate electricity. ~~;~~
- 37 ~~2. That is located on the property of a customer of an electric utility;~~
- 38 ~~3. That is connected on the customer's side of the electricity meter;~~
- 39 ~~4. That provides electricity primarily to offset customer load on that property;~~
- 40 ~~and~~
- 41 ~~5. The excess generation from which is periodically exported to the grid in~~
 42 ~~accordance with the provisions governing net metering systems used by customer~~
 43 ~~generators pursuant to NRS 704.766 to 704.776, inclusive.]~~

44 **Sec. 5.5.** NRS 598.9808 is hereby amended to read as follows:

45 598.9808 1. "Solar installation company" means any form of business
 46 organization or any other nongovernmental legal entity, including, without
 47 limitation, a corporation, partnership, association, trust or unincorporated
 48 organization, that ~~transacts~~ holds a license issued pursuant to chapter 624 of
 49 NRS which authorizes the performance of work concerning a distributed
 50 generation system and, directly or indirectly, on its own behalf or on behalf of
 51 another;

52 (a) Performs or offers to perform any work concerning a distributed
 53 generation system;

1 (b) Advertises, solicits or offers to enter into an agreement described in NRS
 2 598.9801 to 598.9822, inclusive, and sections 1.3 to 3, inclusive, of this act; or

3 (c) Transacts business ~~directly with a residential customer of an electric~~
 4 ~~utility~~ to:

5 ~~(a)~~ (1) Sell and install a distributed generation system; or

6 ~~(b)~~ (2) Install a distributed generation system owned by a third party from
 7 whom the customer:

8 ~~(1)~~ (I) Leases a distributed generation system; or

9 ~~(2)~~ (II) Purchases electricity generated by a distributed generation
 10 system.

11 2. The term does not include ~~entities that are third party~~

12 ~~(a) Owners of a distributed generation system; or~~

13 ~~(b) Financiers of a distributed generation system who do not sell or install the~~
 14 ~~distributed generation system.~~ a person who generates leads or referrals to
 15 perform work concerning a distributed generation system for persons who hold a
 16 license issued pursuant to chapter 624 of NRS authorizing the performance of
 17 such work, if such activity is limited to:

18 (a) Serving as the source of a referral;

19 (b) Providing the contact information of a person who holds a license issued
 20 pursuant to chapter 624 of NRS to a prospective purchaser or lessee;

21 (c) Setting up appointments on behalf of a person who holds a license issued
 22 pursuant to chapter 624 of NRS; or

23 (d) Advertising through print media.

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

25 598.9809 An agreement for the lease of a distributed generation system must
 26 include a cover page that ~~provides~~ :

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

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

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

35 (c) Notice of the requirement to make and maintain a recording pursuant to
 36 section 2 of this act.

37 (d) Notice that, before the installation of the distributed generation system,
 38 the lessee will have the opportunity to confirm that no representations, offers or
 39 promises were made at any time concerning the lease of the distributed
 40 generation system other than what is contained in the agreement.

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

42 ~~(1)~~ (a) The amounts due at the signing for and at the completion of the
 43 installation or any inspection of the distributed generation system.

44 ~~(2)~~ (b) An estimated timeline for the installation of the distributed generation
 45 system.

46 ~~(3)~~ (c) The estimated amount of the monthly payments due under the lease in
 47 the first year of operation of the distributed generation system.

48 ~~(4)~~ (d) The length of the term of the lease.

49 ~~(5)~~ (e) A description of any warranties.

50 ~~(6)~~ (f) The rate of any payment increases.

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

1 ~~{8.}~~ (h) The estimated production of the distributed generation system in the
2 first year of operation. ~~f~~

3 ~~—9.}~~ and an explanation that:

4 (1) The lessee will always receive a power bill if the premises of the lessee
5 are connected to the power grid;

6 (2) The estimated production or offset is based on available data on prior
7 consumption; and

8 (3) Any change in consumption by the lessee will impact the estimated
9 offset, or savings, in relation to the production.

10 (i) A description of the terms for renewal or any other options available at the
11 end of the term of the lease.

12 ~~{10.}~~ (j) A description of any option to purchase the distributed generation
13 system before the end of the term of the lease.

14 ~~{11.}~~ (k) Notice of the existence of the Recovery Fund administered by the
15 State Contractors' Board pursuant to NRS 624.470.

16 ~~{12.}~~ (l) Notice that a person financially damaged by a licensed contractor who
17 performs work on a residence may be eligible to recover certain financial damages
18 from the Recovery Fund.

19 ~~{13.}~~ (m) Notice that a host customer may file a complaint with the Public
20 Utilities Commission of Nevada.

21 ~~{14.}~~ (n) Contact information for the State Contractors' Board and the Public
22 Utilities Commission of Nevada, including, without limitation, a telephone number.

23 (o) Notice that the lessee, before the execution of the agreement, may request
24 any document used in the solicitation, offer or transaction for the agreement in
25 any language.

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

27 598.9813 An agreement for the purchase of a distributed generation system
28 must include a cover page that ~~{provides}~~:

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

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

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

37 (c) Notice of the requirement to make and maintain a recording pursuant to
38 section 2 of this act.

39 (d) Notice that, before the installation of the distributed generation system,
40 the purchaser will have the opportunity to confirm that no representations, offers
41 or promises were made at any time concerning the purchase of the distributed
42 generation system other than what is contained in the agreement.

43 2. Provide the following information in at least 10-point font:

44 ~~{1.}~~ (a) The size of the distributed generation system.

45 ~~{2.}~~ (b) The length of the term of the warranty for the distributed generation
46 system.

47 ~~{3.}~~ (c) An estimated timeline for the installation of the distributed generation
48 system.

49 ~~{4.}~~ (d) A description of any warranties.

50 ~~{5.}~~ (e) The total cost of the distributed generation system.

51 ~~{6.}~~ (f) The estimated value of any portfolio energy credits and rebates of any
52 incentives included in the calculation of the total cost of the distributed generation
53 system.

1 ~~[7-]~~ (g) The amounts due at the signing for and at the completion of the
2 installation of the distributed generation system.

3 ~~[8-]~~ (h) The estimated production of the distributed generation system in the
4 first year of operation. ~~f~~

5 ~~—9-]~~ and an explanation that:

6 (1) The purchaser will always receive a power bill if the premises of the
7 purchaser are connected to the power grid;

8 (2) The estimated production or offset is based on available data on prior
9 consumption; and

10 (3) Any change in consumption by the purchaser will impact the
11 estimated offset, or savings, in relation to the production.

12 (i) Notice of the existence of the Recovery Fund administered by the State
13 Contractors' Board pursuant to NRS 624.470.

14 ~~[10-]~~ (j) Notice that a person financially damaged by a licensed contractor who
15 performs work on a residence may be eligible to recover certain financial damages
16 from the Recovery Fund.

17 ~~[11-]~~ (k) Notice that a host customer may file a complaint with the Public
18 Utilities Commission of Nevada.

19 ~~[12-]~~ (l) Contact information for the State Contractors' Board and Public
20 Utilities Commission of Nevada, including, without limitation, a telephone number.

21 (m) Notice that the purchaser, before the execution of the agreement, may
22 request any document used in the solicitation, offer or transaction for the
23 agreement in any language.

24 **Sec. 8.** NRS 598.9816 is hereby amended to read as follows:

25 598.9816 A power purchase agreement for the sale of the output of a
26 distributed generation system must include a cover page that ~~[provides]~~:

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

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

32 (b) An electronic mail address to which a notice of rescission or cancellation
33 may be sent pursuant to section 3 of this act and notice that the host customer
34 may send such a notice to that electronic mail address.

35 (c) Notice of the requirement to make and maintain a recording pursuant to
36 section 2 of this act.

37 (d) Notice that, before the installation of the distributed generation system,
38 the host customer will have the opportunity to confirm that no representations,
39 offers or promises were made at any time concerning the sale of the output of the
40 distributed generation system other than what is contained in the agreement.

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

42 ~~[1-]~~ (a) The rate of any increase in the payments to be made during the term of
43 the agreement and, if applicable, the date of the first such increase.

44 ~~[2-]~~ (b) An estimated timeline for the installation of the distributed generation
45 system.

46 ~~[3-]~~ (c) The rate of electricity per kilowatt-hour of electricity for the first year
47 of the agreement.

48 ~~[4-]~~ (d) The length of the term of the agreement.

49 ~~[5-]~~ (e) The amounts due at the signing for and at the completion of the
50 installation or any inspection of the distributed generation system.

51 ~~[6-]~~ (f) The estimated production of the distributed generation system in the
52 first year of operation. ~~f~~

53 ~~—7-]~~ and an explanation that:

1 (1) The host customer will always receive a power bill if the premises of
 2 the host customer are connected to the power grid;

3 (2) The estimated production or offset is based on available data on prior
 4 consumption; and

5 (3) Any change in consumption by the host customer will impact the
 6 estimated offset, or savings, in relation to the production.

7 (g) A description of the options available at the end of the term of the
 8 agreement.

9 ~~(8.)~~ (h) A description of any option to purchase the distributed generation
 10 system before the end of the term of the agreement.

11 ~~(9.)~~ (i) Notice of the existence of the Recovery Fund administered by the State
 12 Contractors' Board pursuant to NRS 624.470.

13 ~~(10.)~~ (j) Notice that a person financially damaged by a licensed contractor who
 14 performs work on a residence may be eligible to recover certain financial damages
 15 from the Recovery Fund.

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

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

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

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

24 598.9822 1. A host customer may file a complaint concerning a solar
 25 installation company with the Public Utilities Commission of Nevada. Upon receipt
 26 of a complaint, the Commission may direct the host customer to the appropriate
 27 agency or person to resolve the complaint.

28 2. The failure of a person to comply with NRS 598.9801 to 598.9822,
 29 inclusive, and sections ~~(2 and)~~ 1.3 to 3, inclusive, of this act constitutes a
 30 deceptive trade practice for the purposes of NRS 598.0903 to 598.0999, inclusive.

31 3. If a solar installation company executes with a purchaser or lessee an
 32 agreement for the purchase or lease of a distributed generation system or with a
 33 host customer a power purchase agreement and knowingly fails to comply with
 34 any requirement of NRS 598.9801 to 598.9822, inclusive, and sections ~~(2 and)~~ 1.3
 35 to 3, inclusive, of this act, including, without limitation, by failing to include any
 36 disclosure or information required by NRS 598.9801 to 598.9822, inclusive, and
 37 sections ~~(2 and)~~ 1.3 to 3, inclusive, of this act, or knowingly failing to maintain a
 38 recording of a verbal communication as required by section 2 of this act, the
 39 agreement is voidable by the purchaser, lessee or host customer. The actions of
 40 persons who solely conduct administrative duties or provide administrative
 41 services directly to and for the benefit of the solar installation company are not
 42 imputed to the solar installation company for the purposes of this subsection.

43 4. A violation of any provision of NRS 598.9801 to 598.9822, inclusive, and
 44 sections ~~(2 and)~~ 1.3 to 3, inclusive, of this act constitutes consumer fraud for the
 45 purposes of NRS 41.600.

46 ~~(4.)~~ 5. Any document described in NRS 598.9809 to 598.9821, inclusive,
 47 and sections ~~(2 and)~~ 1.3 to 3, inclusive, of this act must be provided in:

48 (a) English; or

49 (b) ~~(Spanish.)~~ Any other language, if any person so requests (.) before the
 50 execution of the relevant document.

51 6. ~~(A) If a solar installation company, before the execution of an~~
 52 ~~agreement for the purchase or lease of a distributed generation system or a power~~
 53 ~~purchase agreement, shall provide the purchaser, lessee or host customer, as~~

1 ~~applicable, a copy of the cover page required by NRS 598.0800, 598.0812 or~~
2 ~~598.0816, as applicable, in the language that the majority of the solicitation, offer~~
3 ~~or transaction for the agreement occurred, if the majority of the language that~~
4 ~~was used was a language other than English.] advertises its services or negotiates
5 orally or in writing any of the requirements of NRS 598.9801 to 598.9822,
6 inclusive, and sections 1.3 to 3, inclusive, of this act in a language other than
7 English or permits an employee or agent of the solar installation company to so
8 advertise or negotiate, the solar installation company must deliver a translation of
9 any contract, agreement or notice described in NRS 598.9801 to 598.9822,
10 inclusive, and sections 1.3 to 3, inclusive, of this act resulting from such
11 advertising or negotiations in the language in which such advertising was made
12 or such negotiations occurred to a person who is a party to such a contract or
13 agreement, or who may sign the contract or agreement, or who is entitled to
14 receive such notice. The translation of the contract, agreement or notice must be
15 provided before the execution of the contract or agreement and include, without
16 limitation, every term and condition in the contract, agreement or notice.~~

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

18 624.860 ~~[(1)]~~ A person shall not, directly or indirectly ~~[, on his or her own~~
19 ~~behalf or on behalf of another,]~~ perform or offer to perform, provide any proposal
20 or bid for or execute a contract to perform any work concerning a residential
21 photovoltaic system used to produce electricity ~~[, or advertise, solicit or offer to~~
22 ~~enter into an agreement described in NRS 598.0801 to 598.0822, inclusive, and~~
23 ~~sections 2 and 3 of this act]~~ unless the person ~~holds:~~

24 ~~— 1. A):~~
25 ~~[(a)]~~ 1. Holds a license issued pursuant to this chapter which authorizes the
26 person to perform ~~[such]~~ work ~~[, or]~~ concerning a residential photovoltaic system
27 used to produce electricity; or

28 ~~[(b)]~~ 2. Is an employee of a person described in [paragraph (a).
29 ~~— 2. Any other license, certificate, registration or permit under state law which~~
30 ~~authorizes the person to perform such work. The provisions of this section do not~~
31 ~~prohibit a person who does not hold a license issued pursuant to this chapter and~~
32 ~~who is not an employee of a person who holds a license issued pursuant to this~~
33 ~~chapter from generating leads or referrals for a residential photovoltaic system~~
34 ~~used to produce electricity if the person does not provide a quote or offer for the~~
35 ~~sale or installation of such a residential photovoltaic system.]~~ subsection 1.

36 **Sec. 10.5.** This act becomes effective on January 1, 2024.