



**STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAI'I**  
**OFFICE OF THE DIRECTOR**  
**DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS**

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**Testimony of the Department of Commerce and Consumer Affairs**

**Office of Consumer Protection**

**Before the**  
**Senate Committee on Energy and Intergovernmental Affairs**  
**Tuesday, March 24, 2026**  
**3:03 pm**  
**Via Videoconference**  
**Conference Room 224**

**On the following measure:**  
**HB 1644, HD2, Relating to Consumer Protection**

Chair Wakai and Members of the Committee:

My name is Melissa Enright, and I am an Enforcement Attorney at the Department of Commerce and Consumer Affairs' (Department) Office of Consumer Protection (OCP). The Department supports this bill and offers its comments and a requested amendment.

Solar is a complex field and often involves complicated financing and ownership models. The average consumer often lacks understanding of the intricacies of installing a solar energy device. It can be particularly hard to understand the differences between products because solar sales often involve industry jargon and technical terms. Investing in solar can involve large financial obligations and long-term contracts. Taken together, these issues make the solar market particularly susceptible to violations of consumer protection laws.

One mechanism states have employed to address consumer protection concerns is to require solar contract disclosures. Requiring solar contract disclosures is intended to ensure that customers have access to key information and guard against misleading or inaccurate sales representations. Although solar contract disclosure requirements do not safeguard against all potential solar consumer protection problems, they offer one line of defense against solar scams and bad actors by ensuring that consumers are better informed before entering into a contract.

To avoid consumer confusion, disclosures about system prices must meaningfully inform consumers of the differences between the cash price and the financed price. The difference between the cash price and the financed price provides clear guidance to the consumer about the true cost of financing a system. Mandated disclosures on financed pricing are used in states such as Arizona, California and Florida to provide consumers with necessary information on the cost of installing a solar energy device.

OCP appreciates the amendments made by the prior committee. The amendments increase protections for consumers by requiring that disclosures be made in writing, providing a three-day cooling off period, and making solar contracts made in violation of this section voidable at the option of the consumer.

OCP appreciates the opportunity to further serve the consumer public by creating a template of the cover page required by this bill. We respectfully request an amendment replacing the language at Page 5, lines 13-16 with the following:

“The department shall create a template of the standardized cover page described in this section. Beginning January 1, 2027, the department shall publish and make available free of charge the template required by this section in electronic format on a website maintained by the department. In creating or revising the template required by this section, the department may consult with a public utility, as defined in section 269-1, or a domestic non-profit corporation or limited liability company that represents the interests of any person or entity that sells or leases residential solar energy devices.”

This amendment provides specificity, with a starting date for publication of the template, while allowing flexibility in creating the notice and consulting with clearly defined entities. This amendment provides specificity, with a starting date for publication of the

template, while allowing flexibility in creating the notice and consulting with clearly defined entities.

We are aware that other state legislatures have mandated that solar installation companies that advertise or negotiate their services or products in languages other than English are required to make available translated documents to consumers before any contract is executed. Should the Committee pass this bill, we believe this issue may warrant the attention of the next Committee to take up the bill. A copy of Nevada S.B. 293 (2023) is attached to this testimony for reference (see Attachment A).

We respectfully request that the Committee pass this measure with our requested amendment.

Thank you for the opportunity to testify on this bill.

# Attachment A- Referenced in DCCA's Testimony on H.B. 1644, H.D.2

Senate Bill No. 293—Senators Donate and Daly

## CHAPTER.....

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 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:

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

Existing law requires an agreement for the purchase or lease of a distributed generation system or a power purchase agreement to include a cover page containing certain information. (NRS 598.9809, 598.9813, 598.9816) **Sections 6-8** of this bill require such a cover page to include certain additional information. **Section 2** of this bill requires a solar installation company to: (1) verbally communicate the information that is required to be included in the cover page to a purchaser or lessee, as applicable, in person or via a telephone call or videoconference that is recorded; and (2) maintain each recording for not less than 4 years after the date of any final inspection of the distributed generation system. If a solar installation company or its employees or agents advertise or negotiate certain terms for the purchase or lease of a distributed generation system or a power purchase agreement in a language other than English, **section 9** of this bill requires the company to provide a translation of the contract, agreement or certain required notices in that language to certain persons before the execution of the contract or agreement resulting from such advertising or negotiations. **Section 4** of this bill makes a conforming change to indicate the proper placement of **sections 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** 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 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 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.

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

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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 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, in person or by telephone or videoconference, verbally:*

*(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 the purchaser, lessee or host customer the information required to be included in a cover page pursuant to NRS 598.9809, 598.9813 or 598.9816, as applicable; 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:*

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

*(b) Conducted at the time of the execution of the agreement or within 48 hours after the execution of the agreement.*



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

4. A solar installation company shall maintain the recording required pursuant to this section for not less than 4 years after the date of the final inspection of the distributed generation system within the jurisdiction in which the distributed generation system is located.

**Sec. 3.** Any purchaser or lessee who enters into or signs an agreement for the purchase or lease of a distributed generation system or host customer who enters into a power purchase agreement may rescind or cancel the agreement, without any penalty or obligation, by giving notice in writing to the solar installation company either by delivering, mailing or telegraphing such notice or sending such notice by electronic mail not later than midnight of the third business day after the date the agreement was entered into or signed. The notice must be addressed to the solar installation company at the solar installation company's place of business, or another place designated in the agreement, or sent to the electronic mail 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.

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

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

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

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

- ~~—1. That] 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 used by customer generators pursuant to NRS 704.766 to 704.776, inclusive.]~~

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

598.9808 1. “Solar installation company” means any form of business organization or any other nongovernmental legal entity, including, without limitation, a corporation, partnership, association, trust or unincorporated organization, that ~~[transacts]~~ *holds a license issued pursuant to chapter 624 of NRS which authorizes the performance of work concerning a distributed generation system and, directly or indirectly, on its own behalf or on behalf of another:*

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

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

*(c) Transacts business ~~[directly with a residential customer of an electric utility]~~ to:*

~~[(a)]~~ *(I) Sell and install a distributed generation system; or*

~~[(b)]~~ *(2) Install a distributed generation system owned by a third party from whom the customer:*

~~[(1)]~~ *(I) Leases a distributed generation system; or*

~~[(2)]~~ *(II) Purchases electricity generated by a distributed generation system.*

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

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

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

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

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

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

*(d) Advertising through print media.*

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

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



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

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

*(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.*

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

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

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

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

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

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

~~[4.]~~ *(d) The length of the term of the lease.*

~~[5.]~~ *(e) A description of any warranties.*

~~[6.]~~ *(f) The rate of any payment increases.*

~~[7.]~~ *(g) 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.]~~ *(h) The estimated production of the distributed generation system in the first year of operation* ~~[-]~~

~~—9.]~~ *and an explanation that:*

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

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

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

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



~~[10.]~~ (j) A description of any option to purchase the distributed generation system before the end of the term of the lease.

~~[11.]~~ (k) Notice of the existence of the Recovery Fund administered by the State Contractors' Board pursuant to NRS 624.470.

~~[12.]~~ (l) 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.]~~ (m) Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.

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

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

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

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

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

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

*(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 purchaser may send such a notice to that electronic mail address.*

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

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

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

~~[1.]~~ (a) The size of the distributed generation system.

~~[2.]~~ (b) The length of the term of the warranty for the distributed generation system.

~~[3.]~~ (c) An estimated timeline for the installation of the distributed generation system.

~~[4.]~~ (d) A description of any warranties.

~~[5.]~~ (e) The total cost of the distributed generation system.



~~[6.]~~ (f) 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.]~~ (g) The amounts due at the signing for and at the completion of the installation of the distributed generation system.

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

~~—9.]~~ and an explanation that:

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

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

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

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

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

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

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

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

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

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

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

*(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 host customer may send such a notice to that electronic mail address.*



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

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

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

~~[1.]~~ *(a)* 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.]~~ *(b)* An estimated timeline for the installation of the distributed generation system.

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

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

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

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

~~—7.]~~ *and an explanation that:*

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

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

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

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

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

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

~~[10.]~~ *(j)* 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.]~~ *(k)* Notice that a host customer may file a complaint with the Public Utilities Commission of Nevada.



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

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

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

598.9822 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 NRS 598.9801 to 598.9822, inclusive, *and sections 1.3 to 3, inclusive, of this act* constitutes a deceptive trade practice for the purposes of NRS 598.0903 to 598.0999, inclusive.

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

4. A violation of any provision of NRS 598.9801 to 598.9822, inclusive, *and sections 1.3 to 3, inclusive, of this act* constitutes consumer fraud for the purposes of NRS 41.600.

~~[4.]~~ 5. Any document described in NRS 598.9809 to 598.9821, inclusive, *and sections 1.3 to 3, inclusive, of this act* must be provided in:

(a) English; or

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

6. *If a solar installation company advertises its services or negotiates orally or in writing any of the requirements of*



*NRS 598.9801 to 598.9822, inclusive, and sections 1.3 to 3, inclusive, of this act in a language other than English or permits an employee or agent of the solar installation company to so advertise or negotiate, the solar installation company must deliver a translation of any contract, agreement or notice described in NRS 598.9801 to 598.9822, inclusive, and sections 1.3 to 3, inclusive, of this act resulting from such advertising or negotiations in the language in which such advertising was made or such negotiations occurred to a person who is a party to such a contract or agreement, or who may sign the contract or agreement, or who is entitled to receive such notice. The translation of the contract, agreement or notice must be provided before the execution of the contract or agreement and include, without limitation, every term and condition in the contract, agreement or notice.*

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

624.860 A person shall not, directly or indirectly ~~;~~ perform or offer to perform *, provide any proposal or bid for or execute a contract to perform* any work concerning a residential photovoltaic system used to produce electricity unless the person ~~holds:~~

~~1. A):~~

*1. Holds a* license issued pursuant to this chapter which authorizes the person to perform ~~[such]~~ work ~~;~~ ~~or~~

~~2. Any other license, certificate, registration or permit under state law which authorizes the person to perform such work.] concerning a residential photovoltaic system used to produce electricity; or~~

*2. Is an employee of a person described in subsection 1.*

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









**Hawaii Solar Energy Association**  
*Serving Hawaii Since 1977*

**Testimony of the Hawaii Solar Energy Association (HSEA) Regarding HB1644 HD2, Relating to Consumer Protection, Before the Senate Committee on Energy and Intragovernmental Affairs  
Tuesday, March 24, 2026**

**Aloha Chair Wakai, Vice Chair Chang, and Committee Members:**

The Hawaii Solar Energy Association (HSEA) **strongly supports HB1644 HD2**, a common-sense measure that strengthens consumer protections by ensuring that ethical sales and disclosure standards already imposed on licensed solar contractors are also followed by third-party affiliated sales organizations.

HSEA is a non-profit trade association founded in 1977, representing local solar contractors and clean energy companies, as well as leading global cleantech product and services providers, across Hawaii. Our members are committed to transparent, ethical sales practices and are governed by HSEA's formal **Code of Ethics**, which includes clear rules on marketing, disclosures, and consumer protections.

**Parity and Fairness in Regulation**

Licensed solar contractors and their sales representatives are already subject to robust consumer protection requirements under existing Hawaii law, including prohibitions on unfair or deceptive practices, cancellation rights, and disclosure obligations. As the market has evolved, however, **third-party sales, marketing, lead-generation, and financing-driven entities increasingly participate in customer acquisition**, sometimes without the same clear regulatory parity.

HB1644 HD2 addresses this gap by requiring **any person or entity selling or marketing residential solar systems** to comply with existing consumer protection laws. The bill **does not prohibit legitimate sales activity**. Instead, it ensures that all market participants are held to the same basic standards of honesty, transparency, and accountability.

**Clear, Standardized Disclosures**

HSEA supports the bill's requirement for a **standardized, one-page disclosure form**, developed by the Department of Commerce and Consumer Affairs in consultation with the solar industry. Clear disclosures regarding total system price, ownership structure, escalation rates, estimated production and savings assumptions, warranty terms, contractor license information, and



**Hawaii Solar Energy Association**  
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cancellation rights help consumers better understand increasingly complex solar contracts. Standardization improves consistency, reduces confusion, and protects both consumers and reputable businesses.

**Consumer Trust Is Essential to Hawaii’s Clean Energy Goals**

Hawaii’s clean energy transition depends on public confidence. Act 266 (SB589, 2025) and the Governor’s Executive Order No. 25-01 call for rapid deployment of distributed energy resources, including **50,000 new distributed solar installations over five years**. Even isolated instances of deceptive sales practices can undermine trust and slow adoption, harming the broader market.

This bill would help ensure that a small number of bad actors do not jeopardize consumer confidence or gain an unfair advantage over ethical local contractors.

**Conclusion**

HB1644 HD2 is a balanced, targeted bill that strengthens consumer protections, ensures regulatory parity, preserves legitimate sales activity, and supports Hawaii’s clean energy goals.

HSEA respectfully urges the Committee to **advance HB1644 HD2**.

Mahalo for the opportunity to testify.

Sincerely,

/S/ Rocky Mould

Executive Director



Testimony Before the Senate Committee on Energy and Intergovernmental Affairs

By Beth Amaro  
Member Services and Communications Manager  
Kaua'i Island Utility Cooperative  
4463 Pahe'e Street, Suite 1, Līhu'e, Hawai'i, 96766-2000

Tuesday, March 24, 2026; 3:03 pm  
Conference Room #224 & Videoconference

**House Bill No. 1644, House Draft No. 2 – RELATING TO CONSUMER PROTECTION**

To the Honorable Chair Glenn Wakai, Vice Chair Stanley Chang, and Members of the Committee:

Kaua'i Island Utility Cooperative (KIUC) is a not-for-profit utility providing electrical service to more than 34,000 commercial and residential members.

**KIUC supports this measure.**

House Bill No. 1644, House Draft No. 2 strengthens consumer protection for residential solar sales in Hawai'i by requiring all sellers to comply with consumer protection laws, use a standardized one-page disclosure form, and clearly disclose pricing, savings estimates, and contractor information. It also prohibits selling or marketing residential solar energy devices without holding a contractor's license or being contractually affiliated with a licensed contractor, with violations treated as unfair or deceptive practices.

KIUC supports rooftop solar and energy storage as important components of Hawai'i's clean energy future and supports providing a variety of options for managing energy use to our members. Our experience over many years demonstrates that predatory and deceptive sales and marketing practices by some solar contractors have caused real and lasting harm to Kaua'i residents, undermined consumer confidence, and complicated grid planning and customer service for utilities. House Bill No. 1644 strikes a necessary and important balance as it strengthens consumer protection and transparency without restricting legitimate solar businesses.

Over the past few years KIUC has received numerous complaints and inquiries from members who were misled during the solar sales process. Common issues have included misrepresentation of utility bill savings, including guarantees of "zero bills" or exaggerated production estimates that failed to account for shading, roof orientation, system degradation, or interconnection limits; false or misleading claims regarding KIUC programs, rate structures, or approval requirements with sales representatives presenting themselves as acting "on behalf of" or "in coordination with" the utility; bundling of solar systems with high-interest loans, escalating power purchase agreements, or long-term leases without clear disclosure of total costs and escalation rates; promises regarding tax credits and incentives made without regard to individual eligibility; and sales activity conducted by entities with no physical presence on the island after installation and limited accountability once problems arise. These practices have disproportionately affected kūpuna, first-time homeowners, and our members unfamiliar with complex financial arrangements.

When systems are sold under deceptive or incomplete information, the consequences extend beyond individual households. Homeowners face unexpected costs, contract disputes, and potential credit impacts. KIUC staff must spend significant amounts of time addressing member confusion caused by inaccurate sales claims. Poorly designed or improperly disclosed systems can create interconnection challenges and operational inefficiencies. Lastly, overall trust in clean energy programs is eroded, slowing progress towards Hawai'i's renewable energy goals. Consumer protection is not only a fairness issue but a grid reliability and public confidence issue as well.

The provisions set forth in the bill are measured and thoughtful responses to well-documented problems that have affected Kaua'i residents for years. It protects consumers, supports ethical solar contractors, and reinforces confidence in Hawai'i's clean energy transition.

Thank you for the opportunity to provide strong support for this measure. Mahalo for your consideration.



**Hawaiian  
Electric**

**WRITTEN TESTIMONY BEFORE THE SENATE COMMITTEE ON  
ENERGY AND INTERGOVERNMENTAL AFFAIRS**

**HB 1644, HD2  
Relating to Consumer Protection**

Tuesday, March 24, 2026  
3:03 PM

State Capitol, Conference Room 224 & Videoconference

Dear Chair Wakai, Vice Chair Chang, and Members of the Committee,

Hawaiian Electric is submitting written testimony in **support** of HB 1644, HD2, Relating to Consumer Protection.

HB 1644, HD2 requires any person or entity selling residential solar energy devices to comply with consumer protection laws; requires a disclosure in solar proposals and contracts; and prohibits selling residential solar technology without holding a contractor's license or having a contractual affiliation with a licensed contractor.

Hawaiian Electric supports this bill because over the years of Hawaiian Electric's experience with Hawai'i's high adoption of rooftop solar and battery systems, Hawaiian Electric has received multiple complaints and inquiries from customers who were misled or confused by aggressive and predatory sales tactics by certain solar sales entities. Our experience has demonstrated that deceptive sales practices by a few solar entities have caused harm to Hawaiian Electric's customers and is a real problem that needs to be addressed if we are to maintain trust and public confidence in renewable energy programs. This is needed if we are to continue to grow customer-sited rooftop solar and batteries as a critical component to reaching Hawai'i's ambitious renewable energy

goals. HB 1644, HD2 provides reasonable and adequate protections to strengthen transparency and accountability in customers' experience in purchasing or leasing a solar system, while also supporting ethical solar contractors.

For these reasons, Hawaiian Electric **supports** HB 1644, HD2. Thank you for this opportunity to provide written testimony.