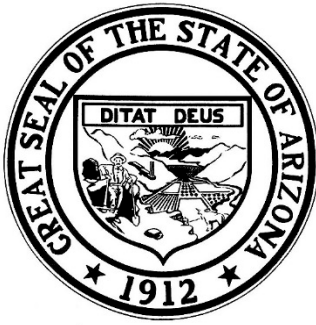




Bill Number: S.B. 1419

Sundareshan Floor Amendment

Reference to: printed bill

Amendment drafted by: Leg. Council

FLOOR AMENDMENT EXPLANATION

1. Requires a public power entity and the Arizona Corporation Commission (ACC) to require a large load customer to pay for the energy costs, including increased fuel requirements, generation costs and transmission costs, that are incurred by the large load customer and that would not have been incurred but for the electric demand of the large load customer.
2. Requires the ACC to require a large load customer to also pay for the distribution system costs that are incurred by the large load customer and that would not have been incurred but for the electric demand of the large load customer.
3. Prohibits the energy costs that are incurred by a large load customer from being passed on to other public power entity or public service corporation customers.
4. Exempts large load customers from the statutorily prescribed requirements relating to distributed energy generation system agreements.
5. Defines *large load customers* as: 1) industrial facilities; 2) data centers; 3) cryptocurrency mining centers; 4) manufacturing and industrial plants; 5) hydrogen production facilities; 6) large buildings; or 7) any other large load customer.
6. Defines *data centers*.

SUNDARESHAN FLOOR AMENDMENT
SENATE AMENDMENTS TO S.B. 1419
(Reference to printed bill)

Amendment instruction key:

[GREEN UNDERLINING IN BRACKETS] indicates text added to statute or previously enacted session law.

[Green underlining in brackets] indicates text added to new session law or text restoring existing law.

~~[GREEN STRIKEOUT IN BRACKETS]~~ indicates new text removed from statute or previously enacted session law.

~~[Green strikeout in brackets]~~ indicates text removed from existing statute, previously enacted session law or new session law.

<<Green carets>> indicate a section added to the bill.

~~<<Green strikeout in carets>>~~ indicates a section removed from the bill.

1 The bill as proposed to be amended is reprinted as follows:

2 <<Section 1. Title 30, Arizona Revised Statutes, is amended by
3 adding chapter 2, to read:

4 CHAPTER 2

5 PUBLIC POWER ENTITIES

6 ARTICLE 1. GENERAL PROVISIONS

7 30-301. Large load customers; energy costs; definitions

8 [A. A PUBLIC POWER ENTITY SHALL REQUIRE A LARGE LOAD CUSTOMER TO
9 PAY FOR THE ENERGY COSTS, INCLUDING INCREASED FUEL REQUIREMENTS,
10 GENERATION COSTS AND TRANSMISSION COSTS, THAT ARE INCURRED BY THE LARGE
11 LOAD CUSTOMER AND THAT WOULD NOT HAVE BEEN INCURRED BUT FOR THE ELECTRIC
12 DEMAND OF THE LARGE LOAD CUSTOMER. THE ENERGY COSTS THAT ARE INCURRED BY
13 A LARGE LOAD CUSTOMER MAY NOT BE PASSED ON TO OTHER PUBLIC POWER ENTITY
14 CUSTOMERS.

15 B. FOR THE PURPOSES OF THIS SECTION:

16 1. "LARGE LOAD CUSTOMER":

17 (a) MEANS A CUSTOMER THAT USES AT LEAST FIFTY MEGAWATTS AT A SINGLE
18 SITE DURING PEAK DEMAND.

19 (b) INCLUDES ANY OF THE FOLLOWING:

20 (i) INDUSTRIAL FACILITIES.

21 (ii) DATA CENTERS. FOR THE PURPOSES OF THIS ITEM, "DATA CENTERS"
22 MEANS A FACILITY, A CAMPUS OF FACILITIES OR AN ARRAY OF INTERCONNECTED
23 FACILITIES IN THIS STATE THAT IS USED BY AN ENTITY OR OTHER BUSINESS
24 ENTERPRISE TO OPERATE, MANAGE OR MAINTAIN A COMPUTER, GROUP OF COMPUTERS
25 OR OTHER ORGANIZED ASSEMBLY OF HARDWARE AND SOFTWARE FOR THE PRIMARY
26 PURPOSE OF PROCESSING, STORING, RETRIEVING OR TRANSMITTING DATA.

27 (iii) CRYPTOCURRENCY MINING CENTERS.

28 (iv) MANUFACTURING AND INDUSTRIAL PLANTS.

29 (v) HYDROGEN PRODUCTION FACILITIES.

1 (vi) LARGE BUILDINGS.

2 (vii) ANY OTHER LARGE LOAD CUSTOMER.

3 2. "PUBLIC POWER ENTITY" HAS THE SAME MEANING PRESCRIBED IN SECTION
4 30-901.]>>

5 <<Sec. 2. Title 40, chapter 1, article 1, Arizona Revised Statutes,
6 is amended by adding section 40-107, to read:

7 40-107. Large load customers; energy costs; definition

8 [A. THE CORPORATION COMMISSION SHALL REQUIRE A LARGE LOAD CUSTOMER
9 TO PAY FOR THE ENERGY COSTS, INCLUDING INCREASED FUEL REQUIREMENTS,
10 GENERATION COSTS, DISTRIBUTION SYSTEM COSTS AND TRANSMISSION COSTS, THAT
11 ARE INCURRED BY THE LARGE LOAD CUSTOMER AND THAT WOULD NOT HAVE BEEN
12 INCURRED BUT FOR THE ELECTRIC DEMAND OF THE LARGE LOAD CUSTOMER. THE
13 ENERGY COSTS THAT ARE INCURRED BY A LARGE LOAD CUSTOMER MAY NOT BE PASSED
14 ON TO OTHER PUBLIC SERVICE CORPORATION CUSTOMERS.

15 B. FOR THE PURPOSES OF THIS SECTION, "LARGE LOAD CUSTOMER":

16 1. MEANS A CUSTOMER THAT USES AT LEAST FIFTY MEGAWATTS AT A SINGLE
17 SITE DURING PEAK DEMAND.

18 2. INCLUDES ANY OF THE FOLLOWING:

19 (a) INDUSTRIAL FACILITIES.

20 (b) DATA CENTERS. FOR THE PURPOSES OF THIS SUBDIVISION, "DATA
21 CENTERS" MEANS A FACILITY, A CAMPUS OF FACILITIES OR AN ARRAY OF
22 INTERCONNECTED FACILITIES IN THIS STATE THAT IS USED BY AN ENTITY OR OTHER
23 BUSINESS ENTERPRISE TO OPERATE, MANAGE OR MAINTAIN A COMPUTER, GROUP OF
24 COMPUTERS OR OTHER ORGANIZED ASSEMBLY OF HARDWARE AND SOFTWARE FOR THE
25 PRIMARY PURPOSE OF PROCESSING, STORING, RETRIEVING OR TRANSMITTING DATA.

26 (c) CRYPTOCURRENCY MINING CENTERS.

27 (d) MANUFACTURING AND INDUSTRIAL PLANTS.

28 (e) HYDROGEN PRODUCTION FACILITIES.

29 (f) LARGE BUILDINGS.

30 (g) ANY OTHER LARGE LOAD CUSTOMER.]>>

31 Sec. 3. Section 44-1761, Arizona Revised Statutes, is amended to
32 read:

33 44-1761. Definitions

34 In this article, unless the context otherwise requires:

35 1. "Collector" means a component of a solar energy device that is
36 used to absorb solar radiation, convert it to heat or electricity and
37 transfer the heat to a heat transfer fluid or to storage.

38 2. "Distributed energy generation system":

39 (a) Means a device or system that is used to generate or store
40 electricity, that has an electric delivery capacity, singly or in
41 connection with other similar devices or systems, greater than one
42 kilowatt or one kilowatt-hour, and that is primarily for on-site energy
43 consumption.

44 (b) Does not include an electric generator that is intended for
45 occasional use.

1 3. "Energize" or "energized" means that the distributed energy
2 generation system is installed and operational for its intended purposes
3 of generating or storing electricity.

4 4. "Heat exchanger" means a component of a solar energy device that
5 is used to transfer heat from one fluid to another.

6 5. "Interconnected" or "interconnection" means a distributed energy
7 generation system that is connected to the power grid and that is able to
8 transfer electricity to the power grid.

9 6. "Seller or marketer" means an individual or a company acting
10 through its officers, employees or agents that markets, sells or solicits
11 the sale, financing or lease of distributed energy generation systems or
12 negotiates or enters into agreements for the sale, financing or lease of
13 distributed energy generation systems.

14 7. "Solar daylighting" means a device that is specifically designed
15 to capture and redirect the visible portion of the solar beam spectrum,
16 while controlling the infrared portion, for use in illuminating interior
17 building spaces in lieu of artificial lighting.

18 8. "Solar energy device":

19 (a) Means a system or series of mechanisms that is designed
20 primarily to provide heating, to provide cooling, to produce electrical
21 power, to produce mechanical power, to provide solar daylighting or to
22 provide any combination of the foregoing by means of collecting and
23 transferring solar generated energy into such uses either by active or
24 passive means. Such systems may also have the capability of storing such
25 energy for future utilization. Passive systems shall clearly be designed
26 as a solar energy device such as a trombe wall and not merely a part of a
27 normal structure such as a window. FOR THE PURPOSES OF THIS SUBDIVISION,
28 "TROMBE WALL" MEANS A MASSIVE EQUATOR-FACING WALL THAT IS PAINTED IN A
29 DARK COLOR TO ABSORB THERMAL ENERGY FROM INCIDENT SUNLIGHT.

30 (b) Includes a distributed energy generation system.

31 9. "THIRD-PARTY INSPECTION" MEANS AN INSPECTION CONDUCTED BY A
32 LICENSED PROFESSIONAL WHO IS:

33 (a) NOT AFFILIATED WITH OR EMPLOYED BY A CONTRACTOR OR AN
34 INSTALLER.

35 (b) AUTHORIZED TO EXAMINE AND CERTIFY THAT A ROOF, HOME OR SOLAR
36 SYSTEM COMPLIES WITH ALL OF THE FOLLOWING AS DETERMINED BY THE CHIEF
37 BUILDING OFFICIAL OR THE AUTHORITY THAT HAS JURISDICTION:

38 (i) APPLICABLE BUILDING CODES.

39 (ii) SAFETY STANDARDS.

40 (iii) WORKMANSHIP AND PERMIT REQUIREMENTS.

41 Sec. 4. Section 44-1762, Arizona Revised Statutes, is amended to
42 read:

43 44-1762. Solar energy device warranties; installation
44 standards; inspections

45 A. The collectors, heat exchangers and storage units of a solar
46 energy device that is sold or installed in this state or leased or
47 financed under an agreement pursuant to section 44-1763, and the

1 installation of the solar energy device, shall be warranted for a period
2 of at least two years or shall include an energy production output
3 guarantee provided pursuant to section 44-1763, subsection A, paragraph
4 4. The remaining components of the solar energy device and their
5 installation shall be warranted for a period of at least one year.

6 B. Any person who manufactures, furnishes for installation or
7 installs a solar energy device shall provide with the SOLAR ENERGY device
8 a written statement of warranty, responsibilities assumed or disclaimed
9 and performance data of the solar energy device and components of the
10 solar energy device as prescribed by section 44-1763 as part of the
11 agreement for the financing, sale or lease of a solar energy device. The
12 form of the statement required by this subsection is subject to approval
13 by the registrar of contractors. The statement shall specify the source
14 of any performance data it contains. A copy of the statement shall be
15 delivered to the registrar of contractors where it shall be kept on public
16 file.

17 C. A person who sells a solar energy device in this state shall
18 furnish a certificate to the buyer that the solar energy device complies
19 with the requirements of this section.

20 D. A solar energy device that is sold or installed in this state
21 shall comply with all applicable state and federal consumer protection,
22 rating, certification, performance, marking, installation and safety
23 standards that are required by section 44-1763.

24 E. An individual who installs a solar energy device in this state,
25 in addition to being a licensed solar contractor under title 32, chapter
26 10, article 4, shall:

27 1. Possess the general license that is appropriate to the type of
28 solar energy device that is installed. Installers of a solar water heater
29 or a photovoltaic device shall possess an appropriate contractor's
30 license.

31 2. Meet any education and training standards that have been adopted
32 by the registrar of contractors.

33 3. Pass an examination on the installation of the type of SOLAR
34 ENERGY device to be installed, if the registrar of contractors has adopted
35 such an examination.

36 4. OBTAIN A THIRD-PARTY INSPECTION VERIFICATION AS REQUIRED IN
37 SUBSECTION I OF THIS SECTION, IF APPLICABLE.

38 F. Solar energy devices that are designed or installed by the final
39 owner are exempt from the requirements of subsections A through E of this
40 section.

41 G. The installation of a solar energy device shall meet the
42 requirements of:

43 1. All ~~applicable~~ fire, safety and building codes AS PRESCRIBED BY
44 A LOCAL AUTHORITY THAT HAS JURISDICTION.

45 2. Consumer protection ~~standards~~ REQUIREMENTS, including any freeze
46 protection and temperature related damage standards.

47 3. A MANUFACTURER'S INSTALLATION REQUIREMENTS.

1 ~~3.~~ 4. All other applicable federal, state and local laws.

2 H. Contractors who fail to meet safety, installation or other
3 prescribed standards or the requirements of section 44-1763 are subject to
4 disciplinary action under title 32, chapter 10, article 3.

5 I. AN INDIVIDUAL WHO IS A LICENSED SOLAR CONTRACTOR PURSUANT TO
6 TITLE 32, CHAPTER 10, ARTICLE 4 AND WHO HAD A DISCIPLINARY ACTION WITHIN
7 THE PREVIOUS TWO YEARS SHALL OBTAIN A THIRD-PARTY INSPECTION TO VERIFY
8 THAT THE INSTALLATION COMPLIES WITH THE APPLICABLE SAFETY STANDARDS,
9 WORKMANSHIP AND OTHER PRESCRIBED STANDARDS PURSUANT TO THIS ARTICLE. THE
10 LICENSED SOLAR CONTRACTOR SHALL PROVIDE A COPY OF THE THIRD-PARTY
11 INSPECTION REPORT TO THE INDIVIDUAL WHO BOUGHT, FINANCED OR LEASED THE
12 SOLAR ENERGY DEVICE. IF A THIRD-PARTY INSPECTOR IDENTIFIES ANY DEFICIENCY
13 IN THE INSTALLATION OF THE SOLAR ENERGY DEVICE, THE LICENSED SOLAR
14 CONTRACTOR SHALL CORRECT THE DEFICIENCIES, AND FAILURE TO CORRECT THE
15 DEFICIENCIES IS SUBJECT TO DISCIPLINARY ACTION.

16 Sec. 5. Section 44-1763, Arizona Revised Statutes, is amended to
17 read:

18 44-1763. Distributed energy generation system agreements;
19 disclosures; exception; definition

20 A. An agreement governing the financing, sale or lease of a
21 distributed energy generation system to any person or a political
22 subdivision of this state must:

23 1. Be signed by the person buying, financing or leasing the
24 distributed energy generation system and must be dated. Any agreement
25 that contains blank spaces affecting the timing, value or obligations of
26 the agreement in a material manner when signed by the buyer or lessee is
27 voidable at the option of the buyer or lessee until the distributed energy
28 generation system is installed. Any blank spaces in the agreement must be
29 shown to and initialed by the buyer or lessee at the time the buyer or
30 lessee signs the agreement.

31 2. Be in at least ten-point type.

32 3. Include a provision, which must be separately acknowledged by
33 the buyer or lessee, granting the buyer or lessee the right to rescind the
34 financing, sale or lease agreement for a period of not less than three
35 business days after the agreement is signed by the buyer or lessee and
36 before the distributed energy generation system is installed.

37 4. Provide a description, which must be separately acknowledged by
38 the buyer or lessee, including the make and model of the distributed
39 energy generation system's major components or a guarantee concerning
40 energy production output that the distributed energy generation system
41 being sold or leased will provide over the life of the agreement. If the
42 warranty period for any major component is less than the duration of the
43 agreement, the length of the warranty must be disclosed to and separately
44 acknowledged by the buyer or lessee AND BE WRITTEN IN BOLD TYPE AND
45 SEPARATELY INITIALED BY THE BUYER OR LESSEE.

46 5. INCLUDE A WRITTEN DESCRIPTION THAT IS COMMUNICATED IN CLEAR AND
47 EASILY UNDERSTANDABLE LANGUAGE AND THAT IS SEPARATELY ACKNOWLEDGED BY THE

1 BUYER OR LESSEE BEFORE THE DISTRIBUTED ENERGY GENERATION SYSTEM IS
2 INSTALLED. THE WRITTEN DESCRIPTION MUST INCLUDE BOTH:

3 (a) THE CURRENT CONDITION OF THE EXISTING ROOF AND THE ROOFING
4 COMPONENTS.

5 (b) THE ESTIMATED TOTAL COST OF REMOVAL AND REINSTALLATION OF THE
6 DISTRIBUTED ENERGY GENERATION SYSTEM.

7 6. INCLUDE A COPY OF THE WRITTEN REPORT BY THE LICENSED CONTRACTOR
8 TO THE BUYER OR LESSEE. THE LICENSED CONTRACTOR WHO DRAFTED THE REPORT MAY
9 NOT BE AFFILIATED WITH OR EMPLOYED BY THE CONTRACTOR OR INSTALLER. THE
10 WRITTEN REPORT MUST INCLUDE AN EVALUATION OF THE CURRENT CONDITION OF THE
11 ROOF AND THE ROOFING COMPONENTS AND CLEARLY STATE IN WRITING WHETHER THE
12 ROOF AND THE ROOFING COMPONENTS WILL REMAIN SERVICEABLE FOR AT LEAST THE
13 FULL DURATION OF THE AGREEMENT. THE BUYER OR LESSEE SHALL ACKNOWLEDGE
14 RECEIPT OF THE WRITTEN REPORT BEFORE THE DISTRIBUTED ENERGY GENERATION
15 SYSTEM IS INSTALLED.

16 ~~5.~~ 7. Separately set forth the following items **IN BOLD TYPE**, which
17 must be separately acknowledged **AND INITIALED** by the buyer or lessee, if
18 applicable:

19 (a) The total purchase price or total cost to the buyer or lessee
20 under the agreement for the distributed energy generation system over the
21 life of the agreement.

22 (b) Any interest, installation fees, document preparation fees,
23 service fees or other costs to be paid by the buyer or lessee of the
24 distributed energy generation system.

25 (c) If the distributed energy generation system is being financed
26 or leased, the total number of payments, the payment frequency, the amount
27 of the payment expressed in dollars and the payment due date.

28 ~~6.~~ 8. Provide a disclosure in the sale and financing agreements,
29 to the extent they are used by the seller or marketer in determining the
30 purchase price of the agreement, that identifies all current tax
31 incentives and rebates or other state or federal incentives for which the
32 buyer or lessee may be eligible and any conditions or requirements
33 pursuant to the agreement to obtain these tax incentives, rebates or other
34 incentives.

35 ~~7.~~ 9. Identify the tax obligations that the buyer or lessee may be
36 required to pay as a result of buying, financing or leasing the
37 distributed energy generation system, including:

38 (a) The assessed value and the property tax assessments associated
39 with the distributed energy generation system calculated in the year the
40 agreement is signed.

41 (b) Transaction privilege taxes that may be assessed against the
42 person buying or leasing the distributed energy generation system.

43 (c) Any obligation of the buyer or lessee to transfer tax credits
44 or tax incentives of the distributed energy generation system to any other
45 person.

1 ~~8.~~ 10. Disclose whether the warranty or maintenance obligations
2 related to the distributed energy generation system may be sold or
3 transferred to a third party.

4 ~~9.~~ 11. Include a disclosure, the receipt of which shall be
5 separately acknowledged by the buyer or lessee, if a transfer of the sale,
6 lease or financing agreement contains any restrictions pursuant to the
7 agreement on the lessee's or buyer's ability to modify or transfer
8 ownership of a distributed energy generation system, including whether any
9 modification or transfer is subject to review or approval by a third
10 party. If the modification or transfer of the distributed energy
11 generation system is subject to review or approval by a third party, the
12 agreement must identify the name, address and telephone number of, and
13 provide for updating any change in, the entity responsible for approving
14 the modification or transfer.

15 ~~10.~~ 12. Include a disclosure, the receipt of which shall be
16 separately acknowledged by the buyer or lessee, if a modification or
17 transfer of ownership of the real property to which the distributed energy
18 generation system is or will be affixed contains any restrictions pursuant
19 to the agreement on the lessee's or buyer's ability to modify or transfer
20 ownership of the real property to which the distributed energy generation
21 system is installed or affixed, including whether any modification or
22 transfer is subject to review or approval by a third party. If the
23 modification or transfer of the real property to which the distributed
24 energy generation system is affixed or installed is subject to review or
25 approval by a third party, the agreement must identify the name, address
26 and telephone number of, and provide for updating any change in, the
27 entity responsible for approving the modification or transfer.

28 ~~11.~~ 13. Provide a full and accurate summary of the total costs
29 under the agreement for maintaining and operating the distributed energy
30 generation system over the life of the distributed energy generation
31 system, including financing, maintenance and construction costs related to
32 the distributed energy generation system, **THAT MUST BE ACKNOWLEDGED AND**
33 **INITIALED BY THE BUYER OR LESSEE.**

34 ~~12. If the agreement contains an estimate of the buyer's or~~
35 ~~lessee's future utility charges based on projected utility rates, provide~~
36 ~~an estimate of the buyer's or lessee's future utility charges as impacted~~
37 ~~by potential utility rate changes ranging from at least a five percent~~
38 ~~annual decrease to at least a five percent annual increase from current~~
39 ~~utility costs applied to the duration of the agreement in one percent~~
40 ~~increments. Any comparative estimates must be calculated by applying the~~
41 ~~entire rate change range to the duration of the agreement.~~

42 ~~13.~~ 14. Include a disclosure **THAT IS WRITTEN IN BOLD TYPE AND ALL**
43 **CAPITAL LETTERS**, the receipt of which shall be separately acknowledged by
44 the buyer or lessee, that states:

1 Utility rates and utility rate structures are subject to
2 change. These changes cannot be accurately predicted.
3 Projected savings from your distributed energy generation
4 system are therefore subject to change. Tax incentives are
5 subject to change or termination by executive, legislative or
6 regulatory action.

7 ~~14.~~ 15. Comply with section 32-1158.

8 ~~B. If a document or sales presentation relating to a distributed~~
9 ~~energy generation system states or suggests that the distributed energy~~
10 ~~generation system will result in financial savings for a buyer or lessee,~~
11 ~~the document or sales presentation must substantiate the methodology used~~
12 ~~to calculate those savings and, if the document or sales presentation is~~
13 ~~intended for a specific potential buyer or lessee, reasonably quantify the~~
14 ~~cumulative savings expected for the duration of the agreement.~~

15 ~~C. If a document or sales presentation relating to a distributed~~
16 ~~energy generation system contains financial savings comparative estimates~~
17 ~~or utility rate comparative estimates, the document or sales presentation~~
18 ~~must include historical utility rates for the immediately preceding period~~
19 ~~of time that is of the same duration as the proposed financing or lease~~
20 ~~period for the same class of utility customer in the same utility service~~
21 ~~territory as the prospective buyer or lessee. These historical rates must~~
22 ~~be included in any comparative estimates.~~

23 B. A CONTRACTOR OR THE AGENT OF A CONTRACTOR FOR A DISTRIBUTED
24 ENERGY GENERATION SYSTEM MAY NOT MAKE A WRITTEN OR ORAL STATEMENT
25 REGARDING ANY ESTIMATED SAVINGS THAT A BUYER OR LESSOR MAY RECEIVE.

26 ~~D.~~ C. Before the maintenance or warranty obligations of a
27 distributed energy generation system under an existing lease, financing or
28 purchase agreement is transferred, the person who is currently obligated
29 to maintain or warrant the distributed energy generation system must
30 disclose the name, address and telephone number of the person who will be
31 assuming the maintenance or warranty of the distributed energy generation
32 system.

33 ~~E. If a document or sales presentation relating to a distributed~~
34 ~~energy generation system contains an estimate of the buyer's or lessee's~~
35 ~~future utility charges based on projected utility rates, the document or~~
36 ~~sales presentation must contain an estimate of the buyer's or lessee's~~
37 ~~future utility charges as impacted by potential utility rate changes~~
38 ~~ranging from at least a five percent annual decrease to at least a five~~
39 ~~percent annual increase from current utility costs applied to the duration~~
40 ~~of an agreement for the financing, sale or lease of a distributed energy~~
41 ~~generation system in one percent increments. Any comparative estimates~~
42 ~~must be calculated by applying the entire rate change range to the~~
43 ~~duration of the agreement.~~

44 ~~F.~~ D. Recurring payments under a distributed energy generation
45 system lease may not begin until the distributed energy generation system
46 is APPROVED BY A LOCAL UTILITY, energized and interconnected.

1 ~~E.~~ E. This section does not apply to an individual or company,
2 [INCLUDING A LARGE LOAD CUSTOMER.] acting through its officers, employees
3 or agents, that markets, sells, solicits, negotiates or enters into an
4 agreement for the sale, financing or lease of a distributed energy
5 generation system as part of a transaction involving the sale or transfer
6 of the real property to which the distributed energy generation system is
7 or will be affixed.
8 [F. FOR THE PURPOSES OF THIS SECTION, "LARGE LOAD CUSTOMER" HAS THE
9 SAME MEANING PRESCRIBED IN SECTION 30-301.]

10 Enroll and engross to conform
11 Amend title to conform

PRIYA SUNDARESHAN

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