



Senate

General Assembly

File No. 218

February Session, 2026

Substitute Senate Bill No. 233

Senate, March 30, 2026

The Committee on General Law reported through SEN. MARONEY of the 14th Dist., Chairperson of the Committee on the part of the Senate, that the substitute bill ought to pass.

AN ACT CONCERNING CONSUMER PROTECTIONS REGARDING RESIDENTIAL SOLAR AND ENERGY STORAGE SYSTEMS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 42-134a of the 2026 supplement to the general
2 statutes is repealed and the following is substituted in lieu thereof
3 (*Effective October 1, 2026*):

4 As used in this chapter and section 2 of this act:

5 (1) "Business day" means any calendar day except Saturday, Sunday
6 or any legal holiday designated, appointed or recommended under
7 section 1-4;

8 (2) "Commissioner" means the Commissioner of Consumer
9 Protection;

10 (3) "Consumer" means any individual who is physically present in
11 this state and a prospective recipient of consumer goods or consumer
12 services;

13 (4) "Consumer good" (A) means any article purchased, leased or
14 rented primarily for personal, family or household purposes, and (B)
15 includes, but is not limited to, any residential solar photovoltaic system
16 or residential energy storage system;

17 (5) "Consumer service" (A) means any service purchased, leased or
18 rented primarily for personal, family or household purposes, and (B)
19 includes, but is not limited to, any course of instruction or training,
20 regardless of the purpose for which such course is taken;

21 (6) "Department" means the Department of Consumer Protection;

22 [(1)] (7) "Home solicitation sale" (A) means a sale, lease [,] or rental of
23 any consumer [goods] good or [services] consumer service, whether
24 under single or multiple contracts, in which the seller or [his] the seller's
25 authorized sales representative personally solicits the sale, lease or
26 rental, including, [those] but not limited to, any sale, lease or rental in
27 response to or following an invitation by the [buyer] consumer, and the
28 [buyer's] consumer's agreement or offer to purchase, lease or rent is
29 made at a place other than the seller's place of business; [of the seller.
30 The term "home solicitation sale" and (B) does not include [a] any
31 transaction: [(A)] (i) Made pursuant to prior negotiations in the course
32 of a visit by the [buyer] consumer to a retail business establishment
33 having a fixed, permanent location where consumer goods are exhibited
34 or [the] consumer services are offered for sale, lease or rental on a
35 continuing basis; [(B)] (ii) in which the [buyer] consumer has initiated
36 the contact and the consumer goods or consumer services are needed to
37 meet a bona fide immediate personal emergency of the [buyer]
38 consumer, and the [buyer] consumer furnishes the seller with a separate
39 dated and signed personal statement in the [buyer's] consumer's
40 handwriting describing the situation requiring immediate remedy and
41 expressly acknowledging and waiving the right to cancel the sale, lease
42 or rental within three business days; [(C)] (iii) conducted and
43 consummated entirely by mail or telephone and without any other
44 contact between the [buyer] consumer and the seller or [its] the seller's
45 authorized sales representative prior to delivery of the consumer goods

46 or performance of the consumer services; [(D)] (iv) in which the [buyer]
47 consumer has initiated the contact and specifically requested the seller
48 to visit [his] the consumer's home for the purpose of repairing or
49 performing maintenance upon the [buyer's] consumer's personal
50 property. If, in the course of such a visit, the seller sells, leases or rents
51 to the [buyer] consumer the right to receive additional [services or
52 goods] consumer goods or consumer services other than replacement
53 parts necessarily used in performing the maintenance or in making the
54 repairs, the sale of those additional consumer goods or consumer
55 services shall not come within [this] the exclusion established in this
56 clause; [(E)] (v) pertaining to the sale, lease or rental of real property, to
57 the sale of insurance, to the sale of newspapers or to the sale of securities
58 or commodities by a broker-dealer registered with the [securities and
59 exchange commission; (F)] Securities and Exchange Commission; (vi)
60 made pursuant to a home party plan sales and demonstration; or [(G)]
61 (vii) in the case of consumer goods, other than magazine sales or
62 subscriptions, where the purchase price, whether under single or
63 multiple contracts, does not exceed twenty-five dollars; [.]

64 [(2) "Consumer goods or services" means goods or services
65 purchased, leased, or rented primarily for personal, family, or
66 household purposes, including courses of instruction or training
67 regardless of the purpose for which they are taken.

68 (3) "Seller" means any person, partnership, corporation, limited
69 liability company or association engaged in home solicitation sales of
70 consumer goods or services.]

71 (8) "Municipality" means any town, city, borough, consolidated town
72 and city or consolidated town and borough;

73 (9) "Person" means any individual, association, corporation, limited
74 liability company, partnership, trust or other legal entity;

75 [(4)] (10) "Place of business" means the main or permanent branch
76 office or local address of a seller; [.]

77 [(5)] (11) "Purchase price" means the total price paid or to be paid for
78 the consumer goods or consumer services, including all interest and
79 service charges; [.]

80 [(6) "Business day" means any calendar day except Saturday, Sunday
81 or any legal holiday designated, appointed or recommended under
82 section 1-4.]

83 (12) "Residential energy storage system" means any commercially
84 available technology that (A) is capable of absorbing energy, storing
85 such energy for a period of time and thereafter dispatching such energy,
86 (B) is installed for use at a single-family dwelling or multifamily
87 dwelling consisting of two to four units, and (C) conforms to the
88 Connecticut State Building Code;

89 (13) "Residential solar or energy storage seller" means any person
90 engaged in home solicitation sales of residential solar photovoltaic
91 systems or residential energy storage systems;

92 (14) "Residential solar photovoltaic system" has the same meaning as
93 provided in section 16-245nn; and

94 (15) "Seller" (A) means any person engaged in home solicitation sales
95 of consumer goods or consumer services, and (B) includes, but is not
96 limited to, any residential solar or energy storage seller.

97 Sec. 2. (NEW) (*Effective October 1, 2026*) (a) Not later than December
98 31, 2026, the Office of Consumer Counsel, in consultation with the
99 Department of Consumer Protection, the Public Utilities Regulatory
100 Authority and other interested stakeholders, shall develop a handbook
101 for the purposes of advising consumers on matters relating to home
102 solicitation sales of residential solar photovoltaic systems and
103 residential energy storage systems, including, but not limited to,
104 solicitations made for the purposes of such sales on an in-person basis
105 at consumers' residences. Such handbook shall, at a minimum, include
106 guidance (1) that enables consumers to assess the veracity of sales and
107 marketing assertions made regarding residential solar photovoltaic

108 systems or residential energy storage systems, (2) concerning the
109 penalties applicable to residential solar or energy storage sellers and
110 such sellers' authorized sales representatives under section 42-141 of the
111 general statutes, as amended by this act, and (3) concerning any other
112 matters the Consumer Counsel, in the Consumer Counsel's discretion,
113 deems relevant for the purposes of this subsection.

114 (b) Not later than January 15, 2027, the department shall make the
115 handbook developed pursuant to subsection (a) of this section available
116 on the department's Internet web site for distribution to consumers as
117 part of the programs funded by the residential financing program
118 offered by the Energy Efficiency Fund, the Clean Energy Fund
119 established pursuant to section 16-245n of the general statutes or any
120 successor to such programs.

121 (c) On and after February 15, 2027, each residential solar or energy
122 storage seller, and each authorized sales representative of a residential
123 solar or energy storage seller, shall:

124 (1) Not engage in any in-person solicitation at a consumer's residence
125 for the purposes of a home solicitation sale of a residential solar
126 photovoltaic system or residential energy storage system outside of the
127 hours set forth in subsection (d) of this section or in any more restrictive
128 municipal ordinance described in said subsection;

129 (2) Carry a current and valid photo identification card at all times
130 while such residential solar or energy storage seller or authorized sales
131 representative is engaged in any in-person solicitation at a consumer's
132 residence for the purposes of a home solicitation sale of a residential
133 solar photovoltaic system or residential energy storage system, which
134 photo identification card shall include (A) such residential solar or
135 energy storage seller's name and, in the case of an authorized sales
136 representative, such authorized sales representative's name, (B) a
137 photograph of such residential solar or energy storage seller or
138 authorized sales representative, as applicable, and (C) any other
139 information the Commissioner of Consumer Protection, in the
140 commissioner's discretion, deems relevant for the purposes of this

141 subdivision; and

142 (3) Provide a copy of the handbook developed pursuant to subsection
143 (a) of this section to the consumer (A) at the beginning of the first in-
144 person solicitation at the consumer's residence for the purposes of a
145 home solicitation sale of a residential solar photovoltaic system or
146 residential energy storage system, or (B) prior to the consumer executing
147 an agreement in a home solicitation sale of a residential solar
148 photovoltaic system or residential energy storage system if no
149 solicitation is made in person at the consumer's residence for the
150 purposes of such sale.

151 (d) On and after February 15, 2027, no residential solar or energy
152 storage seller or residential solar or energy storage seller's authorized
153 sales representative shall engage in any in-person solicitation at a
154 consumer's residence for the purposes of a home solicitation sale of a
155 residential solar photovoltaic system or residential energy storage
156 system outside of the hours of nine o'clock a.m. and eight o'clock p.m.
157 eastern time, unless a more restrictive municipal ordinance limits such
158 hours. The provisions of this subsection shall not be construed to
159 prohibit a consumer and a residential solar or energy storage seller from
160 scheduling a time to meet on an in-person basis outside of such hours.

161 (e) Not later than February 15, 2027, and annually thereafter, each
162 residential solar or energy storage seller shall submit a report to the
163 Department of Consumer Protection, in a form and manner prescribed
164 by the Commissioner of Consumer Protection, disclosing the identity of
165 each person with whom such residential solar or energy storage seller
166 maintains a business relationship and provides any financing,
167 installation services or any other related consumer services in
168 partnership with such residential solar or energy storage seller that
169 involves an in-person interaction with consumers. The provisions of this
170 subsection shall not be construed to require any residential solar or
171 energy storage seller to disclose the identity of an employee of any such
172 person.

173 Sec. 3. Section 42-135a of the 2026 supplement to the general statutes

174 is repealed and the following is substituted in lieu thereof (*Effective*
175 *October 1, 2026*):

176 No agreement in a home solicitation sale shall be effective against the
177 [buyer] consumer if the agreement is not signed and dated by the
178 [buyer] consumer or if the seller shall:

179 (1) Fail to furnish the [buyer] consumer with a fully completed receipt
180 or copy of all contracts and documents pertaining to such home
181 solicitation sale at the time [of its execution] such agreement is executed,
182 which contract shall be in the same language as that principally used in
183 the oral sales presentation and which shall show the date of the
184 transaction and shall contain the name and address of the seller, and in
185 immediate proximity to the space reserved in the contract for the
186 signature of the [buyer] consumer, or on the front page of the receipt if
187 a contract is not used, and in boldface type of a minimum size of twelve
188 points, a statement in substantially the following form:

189 YOU, THE [BUYER] CONSUMER, MAY CANCEL THIS
190 TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE
191 THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.
192 SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN
193 EXPLANATION OF THIS RIGHT.

194 (2) Fail to furnish each [buyer] consumer, at the time such [buyer]
195 consumer signs the home solicitation sales contract or otherwise agrees
196 to buy, lease or rent consumer goods or consumer services from the
197 seller, a form completed by the seller in duplicate, captioned "NOTICE
198 OF CANCELLATION", which shall be attached to the contract or receipt
199 and easily detachable, and which shall contain in twelve-point boldface
200 type the following information and statements in the same language as
201 that used in the contract:

202 "NOTICE OF CANCELLATION

203 Seller: (Seller's name inserted by seller)

204 Date of Transaction: (Date of transaction inserted by seller)

205 You have the right to cancel this contract or sale by following the
206 instructions in this notice. Your deadline is midnight on (date of the
207 third business day after the date of the transaction, as inserted in
208 boldface type by seller) to cancel. You have until this deadline to sign,
209 date, and send this notice of cancellation to the Seller by email, fax, or
210 mail to the contact information listed below.

211 (Instructions for seller: To determine the third business day, start
212 counting on the day following the day when the transaction took place
213 and do not count Saturdays, Sundays, or days designated as legal
214 holidays in Connecticut.)

215 There is no penalty if you cancel. You do not have any legal
216 obligations under the contract if you cancel. If you cancel, the seller must
217 return to you any payments made by you, any property you traded in,
218 and any negotiable instrument executed by you, such as a personal
219 check, money order or promissory note. The seller has ten days after it
220 receives your cancellation notice to return those items to you. Any
221 security interest arising out of the transaction will be cancelled, such as
222 a legal claim or a lien on your property.

223 If you cancel, you must make available to the seller any goods
224 delivered to you under this contract or sale. The goods must be in
225 substantially as good condition as when you received them. The seller
226 can pick them up from your residence. If you make the goods available
227 to the seller and the seller does not pick them up, after twenty calendar
228 days have passed since you sent this notice to the seller, you may keep
229 or dispose of the goods. If you do not make the goods available to the
230 seller, you will still have to fulfill your contractual obligations.

231 The seller may also tell you how to return the goods to the seller at
232 the seller's own expense and risk, such as by mailing them to the seller.
233 You do not have to agree to return the goods to the seller yourself, but
234 if you agree to do so but fail to send the goods to the seller, you will still
235 have to fulfill your contractual obligations.

236 To cancel this contract or sale, you must sign and date this notice, and

237 send it either by email, by fax, or by regular mail to:

238 (Seller's name inserted by seller)

239 Email: (Seller's business electronic mail address inserted by seller)

240 OR

241 Fax: (Seller's fax number inserted by seller)

242 OR

243 Regular mail: (Address of seller's place of business inserted by seller)

244 I hereby cancel this transaction.

245 Dated:

246 Signed:"

247 (3) Fail, before furnishing copies of the "Notice of Cancellation" to the
248 [buyer] consumer, to complete both copies by entering the name of the
249 seller, the address of the seller's place of business, the date of the
250 transaction, the seller's business electronic mail address and the date,
251 not earlier than the third business day after the date of the transaction,
252 by which the [buyer] consumer may give notice of cancellation.

253 (4) Include in any home solicitation sale contract or receipt any
254 confession of judgment or any waiver of any of the rights to which the
255 [buyer] consumer is entitled under this chapter and section 2 of this act,
256 including specifically such [buyer's] consumer's right to cancel the sale
257 in accordance with the provisions of this section.

258 (5) Fail to inform each [buyer] consumer, orally, at the time such
259 [buyer] consumer signs the contract or purchases, leases or rents the
260 consumer goods or consumer services, of such [buyer's] consumer's
261 right to cancel.

262 (6) Misrepresent in any manner the [buyer's] consumer's right to
263 cancel.

264 (7) Fail or refuse to honor any valid notice of cancellation by a [buyer]
265 consumer and within ten business days after the receipt of such notice,
266 to (A) refund all payments made under the contract or home solicitation
267 sale; (B) return any consumer goods or property traded in, in
268 substantially as good condition as when received by the seller; (C) cancel
269 and return any negotiable instrument executed by the [buyer] consumer
270 in connection with the contract or home solicitation sale and take any
271 action necessary or appropriate to terminate promptly any security
272 interest created in the transaction; and (D) cancel and return any
273 contract executed by the [buyer] consumer in connection with the
274 transaction.

275 (8) Negotiate, transfer, sell, or assign any note or other evidence of
276 indebtedness to a finance company or other third party prior to
277 midnight of the fifth business day following the date the contract was
278 signed or the consumer goods or consumer services were purchased,
279 leased or rented.

280 (9) Fail, within ten business days of receipt of the [buyer's]
281 consumer's notice of cancellation, to notify such [buyer] consumer
282 whether the seller intends to repossess or to abandon any shipped or
283 delivered consumer goods.

284 (10) Fail, when providing a digital copy of the agreement by
285 electronic mail or any other electronic delivery method, to include the
286 following statement, immediately adjacent to the body of the message,
287 in at least twelve-point type or, if the body of the message is in larger
288 size type, the same size type as the body of the message:

289 PLEASE REVIEW IMPORTANT INFORMATION ABOUT YOUR
290 RIGHT TO CANCEL THIS AGREEMENT IN THE "NOTICE OF
291 CANCELLATION" BEING PROVIDED TO YOU.

292 Sec. 4. Section 42-136 of the general statutes is repealed and the
293 following is substituted in lieu thereof (*Effective October 1, 2026*):

294 (a) Any note or other evidence of indebtedness given by a [buyer]

295 consumer in respect of a home solicitation sale shall be dated not earlier
296 than the date of the agreement or offer to purchase, lease or rent. Any
297 transfer of a note or other evidence of indebtedness bearing the
298 statement required by subsection (b) of this section shall be deemed an
299 assignment only and any right, title or interest which the transferee may
300 acquire thereby shall be subject to all claims and defenses of the [buyer]
301 consumer against the seller arising under the provisions of this chapter
302 and section 2 of this act.

303 (b) Each note or other evidence of indebtedness given by a [buyer]
304 consumer in respect of a home solicitation sale shall bear on its face a
305 conspicuous statement as follows: THIS INSTRUMENT IS BASED
306 UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO
307 THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS
308 INSTRUMENT IS NOT NEGOTIABLE.

309 (c) Compliance with the requirements of this section shall be a
310 condition precedent to any right of action by the seller or any transferee
311 of an instrument bearing the statement required under subsection (b) of
312 this section against the [buyer] consumer upon such instrument and
313 shall be pleaded and proved by any person who may institute action or
314 suit against a [buyer] consumer in respect thereof.

315 (d) A promissory note payable to order or bearer and otherwise
316 negotiable in form issued in violation of this section may be enforced as
317 a negotiable instrument by a holder in due course according to its terms.

318 Sec. 5. Section 42-137 of the general statutes is repealed and the
319 following is substituted in lieu thereof (*Effective October 1, 2026*):

320 (a) In addition to any right otherwise to revoke an offer, the [buyer]
321 consumer may cancel a home solicitation sale until midnight of the third
322 business day after the day on which the [buyer] consumer signs an
323 agreement subject to the provisions of this chapter and section 2 of this
324 act.

325 (b) Cancellation shall occur when the [buyer] consumer gives written

326 notice of cancellation to the seller at the address specified for notice of
327 cancellation provided by the seller or when such written notice bearing
328 such address is deposited in a mail box.

329 (c) Notice of cancellation given by the [buyer] consumer shall be
330 effective if [it] the notice indicates the intention on the part of the [buyer]
331 consumer not to be bound by the home solicitation sale.

332 Sec. 6. Section 42-138 of the general statutes is repealed and the
333 following is substituted in lieu thereof (*Effective October 1, 2026*):

334 (a) Except as provided in this section, [within] not later than ten
335 business days after a home solicitation sale has been cancelled the seller
336 shall tender to the [buyer] consumer any payments made by the [buyer]
337 consumer and any note or other evidence of indebtedness.

338 (b) If the down payment includes consumer goods traded in, the
339 consumer goods shall be tendered in substantially as good condition as
340 such consumer goods were in when the consumer received such
341 consumer goods. If the seller fails to tender the consumer goods as
342 provided by this section, the [buyer] consumer may elect to recover an
343 amount equal to the trade-in allowance stated in the agreement.

344 (c) Until the seller has complied with the obligations imposed by this
345 section, the [buyer] consumer may retain possession of consumer goods
346 delivered to [him] the consumer by the seller and has a lien on the
347 consumer goods for any recovery to which [he] the consumer is entitled.

348 Sec. 7. Section 42-139 of the general statutes is repealed and the
349 following is substituted in lieu thereof (*Effective October 1, 2026*):

350 (a) Except as provided in subsection (c) of section 42-138, as amended
351 by this act, [within] not later than twenty days after a home solicitation
352 sale has been cancelled the [buyer] consumer, upon demand, shall
353 tender to the seller any consumer goods delivered by the seller pursuant
354 to the sale, lease or rental, but [he is] the consumer shall not be obligated
355 to tender to the seller such consumer goods at any place other than [his]
356 the consumer's own address. If the seller fails to take possession of such

357 consumer goods [within] not later than twenty days after cancellation,
358 the consumer goods shall become the property of the [buyer] consumer
359 without obligation to pay for [them] such consumer goods.

360 (b) The [buyer] consumer shall take reasonable care of the consumer
361 goods in [his] the consumer's possession both prior to cancellation and
362 during the twenty-day period following cancellation. During the
363 twenty-day period [after] following cancellation, except for the [buyer's]
364 consumer's duty of care, the consumer goods are at the seller's risk.

365 (c) If the seller has performed any consumer services pursuant to a
366 home solicitation sale prior to its cancellation, the seller [is] shall not be
367 entitled to [no] compensation. If the seller's consumer services result in
368 the alteration of the consumer's property, [of the buyer,] the seller shall
369 restore the consumer's property to substantially as good condition as [it]
370 such property was in at the time the consumer services were rendered.

371 Sec. 8. Section 42-140 of the general statutes is repealed and the
372 following is substituted in lieu thereof (*Effective October 1, 2026*):

373 No seller or seller's authorized sales representative in a home
374 solicitation sale shall offer to pay a commission or give a rebate or
375 discount to the [buyer] consumer in consideration of the [buyer's]
376 consumer giving to the seller or the seller's authorized sales
377 representative the names of prospective purchasers, lessees or renters or
378 otherwise aiding the seller or the seller's authorized sales representative
379 in making a sale, lease or rental to another person, if the earning of the
380 commission, rebate or discount is contingent upon an event subsequent
381 to the time the [buyer] consumer agrees to [buy] purchase, lease or rent.

382 Sec. 9. Section 42-141 of the general statutes is repealed and the
383 following is substituted in lieu thereof (*Effective October 1, 2026*):

384 (a) Any person who violates any provision of this chapter or section
385 2 of this act shall be [guilty of a class C misdemeanor] liable for a civil
386 penalty of not more than five hundred dollars per violation. Any sale,
387 lease or rental made in respect to which a commission, rebate or

388 discount is offered in violation of the provisions of this chapter or
389 section 2 of this act shall be voidable at the option of the [buyer]
390 consumer.

391 (b) Violation of any of the provisions of [sections] section 42-135a, as
392 amended by this act, [or] sections 42-137 to 42-139, inclusive, as
393 amended by this act, or section 2 of this act, or failure to honor any
394 provisions of the notice of cancellation required by this chapter, shall
395 constitute an unfair or deceptive act or practice as defined by section 42-
396 110b.

397 Sec. 10. (NEW) (*Effective October 1, 2026*) (a) As used in this section:

398 (1) "Consumer" means an individual seeking credit for personal,
399 family or household purposes;

400 (2) "Payoff statement" means a statement of the amount of the unpaid
401 balance on a residential solar or energy storage loan, including
402 principal, interest and other charges properly assessed pursuant to the
403 residential solar or energy storage loan documentation and a statement
404 of the interest, on a per diem basis, with respect to the unpaid principal
405 balance of the residential solar or energy storage loan;

406 (3) "Person" means any individual, association, corporation, limited
407 liability company, partnership, trust or other legal entity;

408 (4) "Residential energy storage system" has the same meaning as
409 provided in section 42-134a of the general statutes, as amended by this
410 act;

411 (5) "Residential power purchase agreement" means any agreement
412 embodying the terms and conditions concerning the sale to a consumer
413 of electricity from a residential solar photovoltaic system or residential
414 energy storage system;

415 (6) "Residential solar or energy storage lease agreement" means any
416 agreement embodying the terms and conditions concerning the use of a
417 residential solar photovoltaic system or residential energy storage

418 system;

419 (7) "Residential solar or energy storage lender" means any person
420 who, in the ordinary course of such person's business, extends a
421 residential solar or energy storage loan;

422 (8) "Residential solar or energy storage loan" includes any line of
423 credit or other extension of credit extended to a consumer for the
424 purpose of providing financing to the consumer to purchase a
425 residential solar photovoltaic system or residential energy storage
426 system;

427 (9) "Residential solar or energy storage loan agreement" means a
428 written contract between a residential solar or energy storage lender and
429 a consumer that sets forth the terms and conditions applicable to the
430 awarding of a residential solar or energy storage loan;

431 (10) "Residential solar or energy storage provider" means any person
432 who, in the ordinary course of such person's business, (A) leases a
433 residential solar photovoltaic system or residential energy storage
434 system to a consumer, or (B) enters into a residential power purchase
435 agreement with a consumer;

436 (11) "Residential solar photovoltaic system" has the same meaning as
437 provided in section 16-245nn of the general statutes; and

438 (12) "Transfer documentation" means any documentation necessary
439 for a consumer to transfer the consumer's rights and obligations under
440 a residential solar or energy storage lease agreement, a residential solar
441 or energy storage loan agreement or residential power purchase
442 agreement to another person in accordance with the terms of the
443 residential solar or energy storage lease agreement, residential solar or
444 energy storage loan agreement or residential power purchase
445 agreement.

446 (b) A residential solar or energy storage lender or residential solar or
447 energy storage provider shall provide to a consumer any payoff
448 statement or transfer documentation requested by the consumer not

449 later than seven days after the consumer submits a written request to
450 the residential solar or energy storage lender or residential solar or
451 energy storage provider for such payoff statement or transfer
452 documentation.

453 (c) Any residential solar or energy storage lender or residential solar
454 or energy storage provider that fails to provide to a consumer a payoff
455 statement or transfer documentation within the seven-day period
456 established in subsection (b) of this section shall credit the consumer's
457 account with such residential solar or energy storage lender or
458 residential solar or energy storage provider in the amount of two
459 hundred fifty dollars.

460 (d) The Commissioner of Consumer Protection may adopt
461 regulations, in accordance with chapter 54 of the general statutes, to
462 implement the provisions of this section.

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2026	42-134a
Sec. 2	October 1, 2026	New section
Sec. 3	October 1, 2026	42-135a
Sec. 4	October 1, 2026	42-136
Sec. 5	October 1, 2026	42-137
Sec. 6	October 1, 2026	42-138
Sec. 7	October 1, 2026	42-139
Sec. 8	October 1, 2026	42-140
Sec. 9	October 1, 2026	42-141
Sec. 10	October 1, 2026	New section

Statement of Legislative Commissioners:

In Section 2(c) and (d), "Beginning on" was changed to "On and after" for consistency with standard drafting conventions.

GL *Joint Favorable Subst.*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact:

Agency Affected	Fund-Effect	FY 27 \$	FY 28 \$
Consumer Protection, Dept.	GF - Cost	60,979	78,638
State Comptroller - Fringe Benefits ¹	GF - Cost	22,821	30,427

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill adds requirements to sellers of residential solar photovoltaic or energy storage systems and makes violations an unfair trade practice resulting in a cost to the state. To meet the requirements of the bill the Department of Consumer Protection (DCP) will need to hire one special investigator for a salary and other expenses cost of \$60,979 in FY 27² and \$78,638 in FY 28, along with associated fringe benefit costs of \$22,821 in FY 27 and \$30,427 in FY 28. The additional position is needed to monitor and investigate complaints and enforce the provisions of the bill.

The Out Years

The annualized ongoing fiscal impact identified above would continue into the future subject to employee wage increases and inflation.

¹The fringe benefit costs for most state employees are budgeted centrally in accounts administered by the Comptroller. The estimated active employee fringe benefit cost associated with most personnel changes is 41.82% of payroll in FY 27.

²Costs in FY 27 reflect nine months of expenditures due to the bills 10/1/26 effective date.

OLR Bill Analysis**sSB 233*****AN ACT CONCERNING CONSUMER PROTECTIONS REGARDING RESIDENTIAL SOLAR AND ENERGY STORAGE SYSTEMS.*****SUMMARY**

Starting February 15, 2027, this bill requires sellers of residential solar photovoltaic or energy storage systems and their authorized sales representatives to:

1. only conduct in-person residential solicitations from 9 a.m. to 8 p.m., or any shorter period set by a municipal ordinance (consumers and sellers can set a time to meet outside this timeframe);
2. carry a current, valid ID at all times during in-person residential solicitations that includes (a) the person's name and photo and (b) other information the Department of Consumer Protection (DCP) deems relevant; and
3. give consumers a handbook (which the bill requires the Office of Consumer Counsel (OCC) to develop) at the beginning of the first in-person solicitation at a consumer's residence or, if there is none, then before executing a sales agreement.

The bill requires these sellers to annually report, beginning by February 15, 2027, to DCP each person the seller has a business relationship with to provide financing, installation, or related consumer services in partnership with the seller that includes in-person interaction with consumers. DCP must set how the report is provided but the bill does not require disclosing any employee's identity.

The bill also specifies that the sale, lease, or rent of a residential solar photovoltaic or residential energy storage system is covered by the

Home Solicitation Sales Act and applies the bill's provisions to the act (such as invalidating a contract that includes a waiver of these rights by the consumer).

The bill reduces the penalty for violating the Home Solicitation Sales Act from a class C misdemeanor (punishable by up to three months in prison, a fine of up to \$500, or both) to a civil penalty of up to \$500 per violation and subjects the bill's new provisions to this penalty. The bill also makes (1) sales, leases, or rentals with a commission, rebate, or discount offered in violation of the bill's provisions voidable by the consumer and (2) any violation of the bill's provisions a Connecticut Unfair Trade Practices Act (CUTPA) violation.

It requires residential solar or energy storage lenders and providers to (1) give consumers a payoff statement or transfer document within seven days after a consumer's written request for one or (2) credit the consumer's account with \$250 if this deadline is not met.

Finally, the bill makes numerous technical and conforming changes to the Home Solicitation Sales Act.

EFFECTIVE DATE: October 1, 2026

§ 1 — RESIDENTIAL SOLAR PHOTOVOLTAIC AND RESIDENTIAL ENERGY STORAGE SYSTEMS DEFINED

Under the bill, "residential solar photovoltaic systems" are equipment and devices (1) used primarily to collect solar energy and generate electricity that have a capacity of up to 12 kilowatts and (2) installed on a single-family home's roof in compliance with the State Building Code.

"Residential energy storage systems" are commercially available technology that (1) absorbs and stores energy to later dispatch it and (2) are installed in a single family or two-to-four unit dwelling in compliance with the State Building Code.

§ 2 — CONSUMER HANDBOOK

By December 31, 2026, the bill requires OCC, with DCP, the Public

Utilities Regulatory Authority, and interested stakeholders, to develop a consumer handbook on home solicitation sales of residential solar photovoltaic and energy storage systems, including in-person sales at residences. The handbook must include:

1. guidance that helps consumers assess sales and marketing claims about these systems,
2. information on Home Solicitation Act penalties, and
3. other information OCC deems relevant.

By January 15, 2027, the bill requires DCP to post the handbook on its website for consumers of certain residential energy financing programs.

§ 10 — PAYOFF STATEMENTS AND TRANSFER DOCUMENTS

The bill requires certain lenders and providers, on a consumer's written request, to give the consumer a:

1. payoff statement with the unpaid balance on a residential solar or energy storage loan, including (a) principal, interest, and other charges under the loan documents and (b) daily interest on the unpaid principal, or
2. transfer document that allows the consumer to transfer to another person the consumer's rights and obligations under the terms of a residential solar or energy storage lease or loan agreement or residential power purchase agreement.

This applies to anyone who in the ordinary course of business extends credit to a consumer to finance the purchase of a residential solar or energy storage system, leases a system to a consumer, or enters an agreement with a consumer on the sale of electricity from a system.

If the consumer is not given the statement or document within seven days after the request, the consumer's account must be credited \$250.

The bill allows DCP to adopt regulations to implement these

provisions.

BACKGROUND

CUTPA

By law, CUTPA prohibits businesses from engaging in unfair and deceptive acts or practices. It allows the DCP commissioner, under specified procedures, to issue regulations defining an unfair trade practice, investigate complaints, issue cease and desist orders, order restitution in cases involving less than \$10,000, impose civil penalties of up to \$5,000, enter into consent agreements, ask the attorney general to seek injunctive relief, and accept voluntary statements of compliance. It also allows individuals to sue. Courts may issue restraining orders; award actual and punitive damages, costs, and reasonable attorney’s fees; and impose civil penalties of up to \$5,000 for willful violations and up to \$25,000 for a restraining order violation.

COMMITTEE ACTION

General Law Committee

Joint Favorable Substitute

Yea 20 Nay 0 (03/11/2026)