

**CPS ENERGY SOLAR REBATE PROGRAM MANUAL**  
**Program Requirements**  
**Terms and Conditions**

**Effective June 1, 2017**



To participate in CPS Energy's Solar Rebate Programs (the "**Program**"), Registered Contractors must meet the Solar Rebate Program Requirements ("**Program Requirements**") and all terms and conditions ("**Terms and Conditions**") set forth in this document. The Terms and Conditions and Program Requirements are collectively known as the "**Manual.**" To be eligible for CPS Energy solar rebates, solar photovoltaic ("**PV**") systems must be installed by a Registered Contractor in accordance with the Manual. CPS Energy Program Requirements, Terms and Conditions, and rebate funding are subject to change without prior notice, and CPS Energy may refuse any rebate application that does not meet all requirements.

# **CPS Energy Solar Rebate Programs**

## **Program Requirements**

### **Effective June 1, 2017**

#### **I. Eligible Customers**

- A. Customers applying to the Program (“Rebate Applicant”) must either have a CPS Energy electric utility account or own the property that has, or will have, a CPS Energy electric utility account at the service address where the PV system is to be installed, and the PV system must be interconnected behind a net meter.
- B. PV system must be installed on a permanent, non-mobile structure.
- C. PV systems must be owned by the Rebate Applicant.
- D. If the Rebate Applicant is not the owner of the property, the applicant must submit documentation of approval from the property owner.
- E. CPS Energy will not rebate any solar PV system less than 1 kW ac.

#### **II. Rebate Funding**

- A. As of June 1, 2017, CPS Energy allocated an additional \$15 Million of STEP funds to be distributed for solar rebates, which extends the Program until these funds are exhausted.
- B. The \$15 Million in solar rebates provided in this additional funding will be paid as follows:
  - 1. \$0.60 per AC watt base rebate
  - 2. \$0.08 per AC watt premium for projects utilizing local modules
  - 3. \$0.02 per AC watt premium for projects utilizing local inverters
- C. Rebates are lower for projects using a non-local installer. The rebate shall be 75% of the applicable rebate specified above.
- D. The \$15 million will be allocated at \$9 million toward residential solar installations and \$6 million toward commercial solar installations. If the residential segment expends its rebate dollars and dollars are still remaining for commercial systems, then the allocation limits will no longer apply and dollars will be rebated on a first come, first serve basis.
- E. All PV systems must be priced at \$4.00 per DC watt or lower to be eligible for a rebate. Rooftop solar projects above \$4.00 per DC watt will not qualify for a rebate. Rebate Applicants may request an exception to this requirement by completing a Request for System Pricing Exception form, which is available on cpsenergy.com. Exceptions shall be granted in very limited circumstances, at the discretion of CPS Energy. CPS Energy reserves the right to reject an exception request for any reason.
- F. When Program funding is exhausted, the applications are placed on hold in the order they were submitted until if and when additional funds are made available to pay the rebates. CPS Energy makes no guarantees that applications placed on hold will be processed, including, but not limited to, payment of a rebate.
- G. The rebate amount is capped at \$25,000 per Residential account per year and a cap of \$80,000 per Commercial account.
- H. The rebate will be calculated as: [number of PV modules] x [PVUSA Test Condition (PTC) rating per PV module (Watts)] x [inverter efficiency] x [rebate level]. The rebate payment may be capped or denied based on the following limitations:
  - 1. The maximum rebate amount is 50% of invoiced costs for eligible solar panels, inverters, balance of system, service panel upgrades, labor, and requisite permits. These rebate-applicable costs shall not include costs for other services or products,

such as battery storage, energy efficiency, thermostat upgrades, or structural upgrades. However, these additional items if sold as part of a solar package must be itemized with cost per item on the sales contract and invoice.

2. CPS Energy retains the right to deny rebates or modify rebate amounts if the expected output varies from the output on the rebate application.
  - I. CPS Energy makes no financial commitment to Rebate Applicants until an approval letter is issued. Rebate Applicant has 120 days from date of approval or disapproval to complete installation of a residential PV system. For commercial systems, the time limit is 180 days. Systems completed after 120 days (or 180 days for commercial) will be disqualified for the rebate. These may be resubmitted; however, will be subject to the funding availability and rebate amount at time of being resubmitted
  - J. Under extenuating circumstances, Rebate Applicants may request extensions to their 120 day (180 day for commercial) approval window. The request for extension must be submitted prior to expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Registered Contractor must demonstrate that the cause of the delay is out of their control along with substantial progress toward project completion. Extensions will be granted at the sole discretion of CPS Energy.
  - K. Rebate Applicants have the option to receive the rebate payment directly or assign it to their Registered Contractor. If assigned, this must be noted on the rebate assignment form. Rebate payments will be issued within 4-6 weeks after the system passes final inspections and all required documentation is submitted and approved.

### **III. Installation and Warranty Requirements**

- A. In order to qualify for the rebate, the Rebate Applicant must have a contract directly with a Registered Contractor who must submit the application for rebate on the Rebate Applicant's behalf.
- B. The PV system must be permitted and installed by a Registered Contractor, listed on CPS Energy's Solar Photovoltaic ("PV") Rebates website.
- C. Only Registered Contractors (listed on the CPS Energy website and in good standing) may offer and market the Program. Registered Contractors may not submit rebate applications on behalf of a sales company or other contractor not on the CPS Energy list of Registered Contractors, e.g. as a subcontractor to a suspended company or solar sales company which is not a Registered Contractor in the Program.
- D. The PV system must be electrically interconnected and attached to permanent, non-mobile structures.
- E. Equipment must be listed by the California Energy Commission on its website, [www.gosolarcalifornia.org](http://www.gosolarcalifornia.org), to be eligible for a rebate.
- F. All major solar energy system components eligible for rebates must be new. All installed PV systems must carry a 5-year warranty from the Registered Contractor. Solar modules must carry a 20-year warranty from the manufacturer. Inverters must carry at least a 5-year manufacturer warranty without battery back-up.
- G. CPS Energy will install and own the Billing/Revenue and PV meters.
- H. Rebate Applicants must provide CPS Energy access to all applicable meters (e.g. Revenue/Billing and PV) for billing and inspection purposes.
- I. Solar PV systems may not be energized until the commissioning test; additionally, systems may only stay energized if they pass the commissioning test.
- J. Violations pertaining to policies regarding the start of construction or energizing the PV system prior to CPS Energy commissioning test may result in the installer being placed on probation or being removed from the CPS Energy Registered Contractors List.

- K. AC & DC surge protection are required.
- L. All PV systems must be interconnected to CPS Energy's electrical grid, at Rebate Applicant's expense, in accordance with CPS Energy's *Distributed Generation Manual*, which can be found at:  
<https://www.cpsenergy.com/content/dam/corporate/en/Documents/Distributed%20Generation%20Manual.pdf>. *Feasibility study fees (if applicable) and insurance requirements (for systems over 50 kW-AC) can also be found in the DG manual.*
- M. Licensed electricians must obtain all appropriate permits and perform all electrical work. A separate permit may be required for electric service upgrades.
- N. Installation must comply with all applicable federal, state, and local regulations, and must be according to manufacturer's standards. In some municipal jurisdictions within the CPS Energy service territory, building permits are required for PV system installations.
- O. NABCEP certified installer must review the layout and system design prior to submittal, and include NABCEP certification number and signature on each document. CPS Energy reserves the right to remove a Contractor from the Registered Contractor's List if a search reveals that the NABCEP certified installer is not listed on NABCEP's certified list, together with the organization name.
- P. Solar PV systems over 25 kW-AC will need signed and sealed design drawings to be submitted by a professional engineer registered with the State of Texas. This requirement also applies to modifications to an existing system under 25 kW-AC if the modifications will result in the system size exceeding 25 kW-AC.
- Q. ***CPS ENERGY IS NOT A MANUFACTURER, SUPPLIER, OR GUARANTOR OF PV EQUIPMENT OR CONTRACTORS. CPS ENERGY, WHETHER BY MAKING AVAILABLE A LIST OF REGISTERED CONTRACTORS AND EQUIPMENT SOURCES OR OTHERWISE, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO PERFORMANCE OF THE CONTRACTOR OR RELIABILITY, PERFORMANCE, DURABILITY, CONDITION, OR QUALITY OF ANY PV SYSTEM.***

#### IV. Additional Requirements

- A. Apartments and condo associations qualify as commercial projects. CPS only allows a solar installation connected to a house meter in the owner's name.
- B. For multi-tenant commercial lease spaces, where the solar installation is connected to individual tenant meters, the owner of the commercial property must certify in writing that tenant(s) will not be charged for the production of the solar panels as such would be a violation of state law prohibiting the resale of energy. Due to varying implications, applications of this type will be evaluated for approval by CPS Energy on a case-by-case basis.
- C. For systems installed on manufactured homes, CPS Energy may require an engineer's letter acknowledging the roof is capable of supporting the solar equipment.
- D. The system should be on the most southern facing side. Systems facing in a northern direction do not qualify for a rebate.
- E. CPS Energy may deny rebates based on excessive shading or poor orientation of the proposed solar array. Installation location must have and maintain sufficient amount of unobstructed space to achieve design output as estimated by the PV Watts Calculator (<http://pvwatts.nrel.gov>). CPS Energy at its sole discretion may require a documented shade analysis and/or measures to address obstructions for any specific job site in question prior to approval of a rebate.
- F. A rebated solar PV system that has received a rebate may be relocated only within the CPS Energy service territory and the following conditions apply:
  1. The relocated system will not be eligible for another rebate.

2. The Rebate Applicant of record must inform the Program administration by sending an email to CPSESolar@cpsenergy.com providing a description of their relocation intent and contact information.
3. The new transferee, if applicable, shall be required to obtain CPS Energy's approval of the relocated system by submitting a new application and following the Program application process.
4. The relocated system must meet all requirements under the Program.
5. The relocation effort and installation must be accomplished in accordance with current CPS Energy's rules and regulations, service standards and technical and operational requirements under the Program.
6. CPS Energy is not responsible for any costs associated with the relocation effort.
7. The relocated system will be subject to the qualifying rate, rider, and fees associated with such a system at the time of relocation application/installation.

## V. Required Documentation

At the time of application:

### A. Program Application

Rebate Applicants or Registered Contractors shall complete the online solar system registration form and submit with Pre-Construction Documentation via email to CPSESolar@cpsenergy.com. The information on the Program Application will be used to update the Rebate Applicant's account, schedule commissioning tests, and provide other installation-related communication. Rebate Applicant and Registered Contractors must designate one person as the primary contact for communication, scheduling, and coordination. Either the Rebate Applicant or the Registered Contractor is responsible for immediately notifying CPS Energy if there are any changes in the registration information. Rebate Applicants and Registered Contractors will receive a confirmation email within three (3) business days of CPS Energy's receipt of the registration form. CPS Energy may request to perform a pre site visit/audit. ***CPS Energy does not accept electronic or docu-signatures on required forms.***

### B. Application Fee

The non-refundable \$100 application fee for all solar PV installations may be paid by check, payable to CPS Energy, when the application is submitted or CPS Energy will invoice the Registered Contractor submitting the application within ten (10) days of receiving the application. Permission to build will not be granted until the \$100 application fee has been received.

### C. Pre-Construction Documentation

Along with the Program Application, the following pre-construction documentation must be submitted via email to CPSESolar@cpsenergy.com for approval and pre construction review. ***CPS Energy does not accept electronic or docu-signatures on required forms.***

1. Proposed one-line electrical diagram. This is a detailed diagram of the proposed solar system electrical equipment installation, including, but not limited to, meters, disconnects, inverter, and customer and utility interconnections. Drawings for systems =>25kWac must be signed and sealed by a Professional Engineer registered with the State of Texas. The drawing must include all required components, labels, and ratings, in accordance with CPS Energy Electric Service Standards. Please ensure the drawing is clear and legible to facilitate approval review.
2. Proposed site-layout/plan of the facility and proposed equipment. This is a descriptive diagram of the proposed system's orientation, roof slopes, solar obstructions, collector location, meters, inverter, disconnects, and electrical service entrance.

- Please include all these items in the drawing, label the components, include distances, and ensure that the drawing is clear and legible to facilitate approval review.
3. Manufacturer's sheets for solar panels and inverters.
  4. Application for installation/interconnection of distributed energy resources.
  5. Photos. Photos must include:
    - a. Current equipment on the Rebate Applicant's premise wall;
    - b. Profile view of the premises (to verify clearance); and
    - c. Proposed PV equipment location sketch, illustrating the location it will be placed on the Rebate Applicant's premises wall.
  6. Fully executed contract between the Rebate Applicant and Registered Contractor. The contract must specify that the Rebate Applicant is the owner of the system. Should the terms of the contract change after initial approval, a new updated version must be submitted to CPS Energy for review and approval. CPS Energy reserves the right to require an application resubmittal if the contract changes are deemed to be material.
  7. Signed Solar Disclosure Form (attached to these Program Requirements as Attachment A) with a PV Watts report showing the estimated kWh production for the system.

At the time of final inspection request:

**D. Request A Commissioning Test**

An AHJ permit release (if applicable) for the installation must be received by CPS Energy prior to scheduling a commissioning test. Each Rebate Applicant or Registered Contractor may request the AHJ to email the approval/permit release notification via email directly to CPS Energy at [CPSESolar@cpsenergy.com](mailto:CPSESolar@cpsenergy.com) in order to expedite scheduling. Upon completion of the system installation and subsequent successful inspection with the AHJ, a Registered Contractor may request a CPS Energy commissioning test and meter installation. This request must be submitted via email to [CPSESolar@cpsenergy.com](mailto:CPSESolar@cpsenergy.com).

**E. Submit a Rebate Application**

Following successful completion of a commissioning test, each Rebate Applicant must complete and send in a rebate application packet via email to [CPSESolar@cpsenergy.com](mailto:CPSESolar@cpsenergy.com).

The application packet must include all required supporting documentation, including:

1. Program Application;
2. Solar Photovoltaic Renewable Energy Credit assignment agreement (if rebate is requested);
3. A copy of detailed invoice; and
4. Payment assignment form (if Rebate Applicant wishes to assign their rebate payment to their registered solar contractor) or W-9 form for Applicant.

**F. Rebate Payment**

CPS Energy will initiate rebate payment processing upon confirming rebate eligibility and completion of the application process. Incomplete, inaccurate, or incorrect documentation will delay rebate processing. Please allow twenty (20) business days to process payment. The rebate payment will be less the \$300 commissioning charge that CPS Energy charges to commission a system. For non-rebated systems, the \$300 commissioning charge must be paid before CPS Energy will schedule the commissioning test.

**VI. Additional Terms**

Rebate Applicants must transfer to CPS Energy all renewable energy credits (RECs) and other environmental attributes (other than tax credits) from power generated by the PV system. Rebate

Applicant must sign the Renewable Energy Credit (REC) Agreement. Rebate Applicant is responsible for maintaining the operational efficiency of all qualifying measures for a period of no less than five (5) years from the date of installation. If the PV system is removed from CPS Energy service territory or disconnected from CPS Energy's grid within five years of installation, the Rebate Applicant will be subject to forfeiture of the rebates received.

- A. Rebate Applicant must sign the Solar Rebate Customer Agreement Form.
- B. Property deed restrictions must not prohibit the installation of solar photovoltaics on property.
- C. CPS Energy Program Requirements, Terms and Conditions, and rebate funding are subject to change without prior notice, and CPS Energy may refuse any rebate application that does not meet all requirements.
- D. Rebate Applicants who participate in the Solar Rebate Program are not eligible for smart meter opt-out.
- E. The Rebate Applicant shall refund a prorated portion of the rebate to CPS Energy if it is determined by CPS Energy that the system/equipment has not been installed or maintained pursuant to CPS Energy Terms and Conditions, standards, guidelines or policies. The prorated portion shall be calculated by reducing the rebate paid by 20% per year for each of the five years following final inspection and approval (first 20% reduction to occur on the first anniversary date of rebate payment).
- F. When a violation has been determined, CPS Energy will notify the Rebate Applicant of the violation and allow the Rebate Applicant thirty (30) days to cure the violation. If the Rebate Applicant fails to cure the violation, CPS Energy shall notify the Rebate Applicant in their monthly bill the amount of the refunded rebate that shall be due thirty (30) days after receipt of notice. Failure to comply with these Program Requirements may result in cancellation of the Rebate Applicant's application and/or installation. .



ATTACHMENT A



IMPORTANT DISCLOSURES

One copy must be initialed by each disclosure below, signed at the bottom of the page by Customer, and submitted with the Rebate Application. A second copy must be left with the Customer who is applying for the rebate.

Initial

- \_\_\_\_\_ The solar contractor from whom I am buying a solar energy system is not endorsed or contracted by CPS Energy, nor do they have any exclusivity with CPS Energy to sell solar energy systems. I have an option to obtain estimates from other approved installation companies. The list can be viewed at: https://www.cpsenergy.com/en/my-home/savenow/rebates-rebate/solar-photovoltaic-rebate/solar-rebate-contractors.html
\_\_\_\_\_ The solar contractor has explained the cost of my solar system and broken down the cost as \$\_\_\_\_\_/watt (dc) which includes all solar equipment, sales commissions, sales tax, finance, and installation costs. I understand that 70% of the systems rebated by CPS Energy in 2015 cost between \$3.10 and \$4.00/watt (dc).
\_\_\_\_\_ Texas law allows all customers who make an "in-home" sale a 72-hour right to cancel their purchase.
\_\_\_\_\_ Texas law through the Texas Department of Licensing and Regulations requires that all electrical contractors provide in print their Texas Electrical Contractor License Number on all written sales and solicitation documents.
\_\_\_\_\_ I have been presented with accurate expectations of what I should save on my electric bill. The solar contractor has provided me a PV Watts report showing the estimated kWh production for my system.
\_\_\_\_\_ The solar contractor has disclosed their status as a (check one) \_\_\_ local or \_\_\_ non-local contractor. I understand non-local contractors are rebated at 75% of the local rate.
\_\_\_\_\_ As a recipient of a CPS Energy solar rebate, my system must comply with applicable rebate policies. All costs associated with my solar energy purchase should appear on one invoice. I should not make separate payments to parties other than my solar contractor, who is on the list of solar installers on the CPS Energy website. This does not pertain to lenders or banks that may have granted me a loan to purchase my system.

**THIS DISCLOSURE STATEMENT IS DESIGNED TO HELP YOU UNDERSTAND THE TERMS AND COSTS OF YOUR SOLAR ENERGY SYSTEM. THIS STATEMENT IS NOT A SUBSTITUTE FOR READING THE CONTRACT AND OTHER DOCUMENTS ASSOCIATED WITH THIS TRANSACTION. PLEASE CONSULT A TAX ADVISER TO DETERMINE ELIGIBILITY OF YOUR SYSTEM FOR FEDERAL TAX CREDITS.**

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_
Signature: \_\_\_\_\_
Address: \_\_\_\_\_

# CPS Energy Solar Rebate Programs Terms and Conditions Effective June 1, 2017

## A. REGISTERED CONTRACTOR

In order to participate in the Program and be approved as a “Registered Contractor,” contractors must fulfill and maintain the following requirements:

1. Employ full-time a North American Board of Certified Energy Practitioners (“NABCEP”) certified PV Installer<sup>1</sup>, who must review and endorse system designs, including proposed layouts and final wire diagrams,
2. Employ a licensed master electrician,
3. Be licensed as an electrical contractor with Texas Department of Licensing and Regulation, <http://www.tdlr.texas.gov/>
4. Be registered with the City of San Antonio as an electrical contractor, <http://www.sanantonio.gov/DSD/Contractor#157451639-electrical>
5. Be in good standing with public consumer protection entities (e.g., Texas Attorney General’s Office, Better Business Bureau), and
6. Maintain Commercial General Liability Insurance, and provide a certificate of insurance listing CPS Energy as the certificate holder with a 30-day notice of cancellation, of a minimum \$1,000,000 per occurrence for bodily injury and property damage (and naming CPS Energy as an additional insured).

Regarding Section A.1 above, Registered Contractors are required to have a NABCEP certified PV installer on file at time of registration. The requirement to employ full-time a NABCEP-certified PV installer takes effect January 1, 2018, to provide adequate time to become compliant. All other requirements under Section A.1 are effective as of June 1, 2017.

## B. PROBATION PERIOD

All new Registered Contractors and those previous Registered Contractors who have had any complaints, as determined by CPS Energy, are subject to a probation period

1. The initial probation period will last until the first ten (10) installations pass all final inspections and documentation review.
2. At CPS Energy’s sole discretion, CPS Energy may limit the number of active installations during the probation period. When an installation is complete and all applicable inspections and documentation are approved, the installation is no longer considered active.
3. If the failure rate at the end of this probation period is at 30% or higher, the probation period may be extended, and a warning letter may be issued to notify the Registered Contractor that

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<sup>1</sup> Individuals passing the NABCEP PV Entry Level Exam should not be confused with NABCEP Certified PV Installers. The latter can only be achieved by highly experienced individuals who have passed a much more rigorous examination and have demonstrated the capability to supervise complete PV system installations, and who have a detailed working knowledge of the electrical codes, standards and accepted industry practice associated with PV installations.

if the failure rate does not improve, the Registered Contractor may be suspended or permanently removed from the Program in accordance with these Terms and Conditions.

### **C. MAINTAINING ACTIVE INSTALLER STATUS**

In order to maintain active status in the Program and remain on the list of Registered Contractors ("Registered Contractor List"), each Registered Contractor must:

1. Ensure that all registration requirements are continually met and kept up to date in the Registered Contractor's file with CPS Energy,
  - a. Contractors must notify CPS Energy Program Administrators immediately of any changes in information affecting registration, including, but not limited to, telephone numbers, fax numbers, addresses, certifications, and insurance coverage.
  - b. If a Registered Contractor fails to remain compliant with registration requirements, the Registered Contractor's status will revert to "pending" and no applications may be submitted or approved from the date of non-compliance onward.
2. Send a representative (in person or via WebEx) to attend all mandatory CPS Energy Registered Contractor meetings. CPS Energy will schedule such mandatory meetings to occur at least quarterly, but may be more frequent as conditions require.
3. Complete at least one project for a rebated system every 6 months, or demonstrate to CPS Energy ongoing installations and activity in the region,
4. Remain in good standing with public consumer protection entities (*e.g.*, Texas Attorney General's Office, Better Business Bureau, etc.), and not have more than one substantiated customer or inspector complaint, as determined by CPS Energy, and
  - a. Contractors with more than one customer complaint (*e.g.*, reports of Program misrepresentation, fraudulent business practices, savings misrepresentation, or poor workmanship) to consumer protection agencies or to CPS Energy are subject to removal from the Registered Contractor List and are not eligible to participate in installation of CPS Energy-incentivized systems.
  - b. By registering with CPS Energy, contractors acknowledge and agree that CPS Energy has sole discretion as to whether customer or inspector complaints warrant suspension or permanent removal from the Program.
5. Must be in compliance with all requirements of the Manual.
6. Registered Contractors who become inactive, or who are removed or suspended, must reapply to be re-instated into the Program. Those who have been permanently removed based on the volume or severity of complaints received, and/or their subsidiaries or assigns, will not be considered for reinstatement.

### **D. INSTALLATION GUIDELINES AND PROCEDURES, INTERCONNECTION, AND ELECTRIC RATES**

All installations must meet the requirements set forth in the Manual to be eligible for rebates.

1. The latest adopted Terms and Conditions and Program Requirements are located at [www.CPSEnergy.com](http://www.CPSEnergy.com).

2. The latest adopted Distributed Generation Manual is located at:  
<https://www.cpsenergy.com/content/dam/corporate/en/Documents/Distributed%20Generation%20Manual.pdf>
3. The latest Electric Service Standards Manual is located at:  
[https://www.cpsenergy.com/content/dam/corporate/en/Documents/Electric\\_Service\\_Standards\\_2012.pdf](https://www.cpsenergy.com/content/dam/corporate/en/Documents/Electric_Service_Standards_2012.pdf)
4. The latest electric rates and regulations for CPS Energy customers are located at:  
<https://www.cpsenergy.com/content/corporate/en/about-us/who-we-are/rates.html>

## **E. LOCAL CONTRACTOR STATUS**

1. Rebate amounts are lower for non-local Registered Contractors. More details may be found in the Program Requirements. To receive the local rebate rates, semi-annually, a Registered Contractor must either:
  - a. Provide the CPS Energy account number of the contractor's Business Office in the business' name. The term, "Business Office" as used herein, is defined as a physical, commercial space within the CPS Energy service territory that is freely accessible to the public, and where the Registered Contractor conducts business and maintains regular business hours. A Business Office cannot be located in a residence, apartment, condo or storage space, or any co-working space of any kind; or
  - b. Demonstrate and certify that it (i) operates a Business Office, (ii) maintains a working local phone number, and (iii) proof of response to warranty claims within 48 hours from initial contact from customer. Local Registered Contractors must certify a local presence semi-annually by providing an affidavit and proof of local occupancy.
  - c. In addition, semi-annually, all local Registered Contractors must report the number of employees (not including sub-contractors) that are employed locally. Certification as a local installer must be renewed every six months to remain active. If an installer fails to certify local presence initially or semi-annually, CPS Energy shall deem the installer as non-local, and the installer shall receive the non-local rebate rates. CPS Energy reserves the right to audit all assertions of local presence and to verify accuracy and authenticity of installer's statements.
2. All Rebate Applications must be related to a contract directly between a Registered Contractor and the Rebate Applicant. No installations shall be valid if they originate with a third-party company or contractor outside of San Antonio who is not a participant on the Registered Contractor List.

If, after a Rebate Application is filed, a Registered Contractor wishes to assign its contract with the Rebate Applicant to another Registered Contractor, then the assignee Registered Contractor must provide documentation from assignor Registered Contractor effectuating the assignment, and must provide a consent to assignment from the Rebate Applicant. Once confirmed by CPS Energy that the assignment is effective, the assignee Registered Contractor must re-submit the Program Application in its name

## **F. ADVERTISING**

1. Registered Contractors shall not use CPS Energy seals, logos, etc. in any advertising or solicitation of business.
2. Registered Contractors may describe themselves as a “Registered Contractors” in CPS Energy’s Solar Rebate Program. However, Registered Contractor shall not describe their companies as “approved,” “certified”, “accredited”, or “recommended” by CPS Energy, and shall not use any other descriptive term which might imply a special relationship with the CPS Energy, as well as implying that the CPS Energy warrants the abilities or work of the Registered Contractor. The presence of a company on the Registered Contractor List in no way represents a recommendation or endorsement by CPS Energy, and does not create a joint venture or partnership between the Registered Contractor and CPS Energy.
3. Registered Contractors shall not make reference to CPS Energy or its solar programs in any advertisement which makes claims or refers to a specific level of energy savings that customers may expect from energy efficiency products and services offered. The Attorney General of Texas has found that these claims, if not thoroughly proven, documented, and presented properly, may constitute a violation of the Deceptive Trade Practices Act.
4. Registered Contractor shall not make misleading statements regarding energy production, utility bill savings, utility rates, rebates, meter installation, permitting, and eligibility or amount of tax credits.
5. Failure to comply with the terms and conditions stated herein will, at the discretion of CPS Energy, result in suspension or permanent removal from the Registered Contractor List, based on the severity of the violation.

## **G. FINAL INSPECTIONS**

1. In addition to permits, CPS Energy will inspect all solar installations. All Registered Contractors are required to correct inspection failures within ten (10) business days. The following constitute reasons for inspection failure:
  - a. no-show at inspection,
  - b. unauthorized or unqualified personnel at inspection,
  - c. inaccurate or incomplete paperwork,
  - d. work not completed at the time of inspection,
  - e. non-compliance with current City of San Antonio electrical codes, or local Authority Having Jurisdiction (“**AHJ**”) codes,
  - f. non-compliance with CPS Energy Distributed Generation Manual and/or Electric Service Standards Manual,
  - g. using improper or ineligible equipment or materials,
  - h. permit issues, and
  - i. system not installed in accordance with Program Application, approval letter, approved drawings or other Program requirements.

2. If a Registered Contractor's work fails inspection on more than 30% of its jobs over any three-month period, CPS Energy may suspend the Registered Contractor from participating in the Program in accordance with the Manual.

## **H. LEGAL AND REGULATORY**

1. Registered Contractors must comply with the Program Manual; state, federal, and local laws; state and local licensing requirements; and local permit and inspection requirements,
2. Legal action or Program disciplinary procedures, may be initiated for violations including, but not limited to:
  - a. any fraudulent use of CPS Energy funds, including submitting fraudulent or misleading solar rebate applications or supporting documents, or
  - b. any misrepresentation of CPS Energy or the Program in communications or advertisements directed to a customer applying to the Program ("Rebate Applicant") or potential Rebate Applicant.
3. A Registered Contractor may be removed from the Program if a lawsuit is threatened or brought against the Registered Contractor related to its activities under the Program. When a Registered Contractor has been removed, previously authorized funding may be provided, but additional funding will not be approved. If the lawsuit is favorably concluded by settlement or judicial decree, the contractor is eligible to again participate in the Program.

## **I. VIOLATION OF PROGRAM POLICIES**

1. Violation by Registered Contractors of the Program's Manual, with the exception of those related to consumer complaints which are specified in section C.4.a, will result in the following:
  - a. 1st Violation – warning letter to Registered Contractor
  - b. 2nd Violation – 60 day removal from the Program
  - c. 3rd Violation – 6 month removal from the Program
  - d. Any additional violations may result in a one-year removal from the Program, or, in the case of repeated or extreme violations (as deemed by CPS Energy), permanent exclusion from the Program.
2. At CPS Energy's sole discretion, one violation may be sufficient for outright suspension or removal from the Program, either permanently or for a period, as determined by CPS Energy.
3. In the event of removal, each contractor must re-apply to be reinstated.
4. Applications will not be accepted and no letters of approval shall be issued for projects to be installed by a contractor that is not a Registered Contractor, or by a Registered Contractor who has been suspended or removed.
5. Any systems built without permits and approved documentation, including but not limited to, system design drawings and interconnection applications, constitute a violation of program policies and systems shall be denied for rebates.

## J. REGISTRATION CHECKLIST

To start your Registered Contractor application, register your company by emailing the following documents to CPSESolar@CPSEnergy.com

1. Completed Contractor Registration Form;
2. NABCEP Certificate with proof of registration of listed organization on NABCEP Certified Locator List, found at <http://www.nabcep.org/certified-installer-locator>, and documentation such as W-2 showing that NABCEP certificate holder is employed by your company (Form 1099s are not acceptable);
3. Master Electrician License and documentation such as W-2 showing that Master Electrician license holder is employed by your company;
4. Registration with City of San Antonio – State Electrical Contractor;
5. Proof of three (3) previous installations, including customer name, address, and photos;
6. Certificate of Insurance with CPS Energy named as a certificate holder;
7. Company W-9 form with current mailing address for rebate checks;
8. Texas Department of Licensing and Regulation Electrical Contractor License;
9. Completed Local Installer Affidavit;
10. The Registered Contractor Solar Rebate Program Manual Acknowledgement Form, signed by person authorized to conduct business and to bind the company; and
11. Completed Direct Deposit Form.

By submitting the above information, you understand and acknowledge that CPS Energy will take action to confirm the submitted information.

In addition to these documents, CPS Energy may also compile and retain the following information on record:

1. email addresses to be included in regular communication,
2. contact information for company NABCEP Certificate holder and Master Electrician,
3. attendance log of all contractor representatives attending Registered Contractor meetings,
4. customer correspondence, and
5. inspection pass/fail rates.

# REGISTERED CONTRACTOR SOLAR REBATE PROGRAM MANUAL ACKNOWLEDGEMENT

I, the undersigned and duly authorized representative of the below-listed company, have read and understand the CPS Energy Solar Rebate Program Terms and Conditions and Program Requirements in this Manual.

On behalf of the company, I agree to conduct business ethically and follow CPS Energy's Solar Rebate Program Manual. I acknowledge and agree that any failure to comply with the Terms and Conditions or Program Requirements outlined in the Manual may result in legal action by CPS Energy or suspension or revocation of my ability to participate in CPS Energy's Solar Rebate Program. I agree that CPS Energy may go beyond the Manual to suspend or remove the below-listed company from the Solar Rebate Program for actions CPS Energy, in its sole discretion, deems harmful to its customers or to the success of the Solar Rebate Program.

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Company name

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Printed name and title of person authorized to conduct business and to bind the company

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Signature of person authorized to conduct business and to bind the company

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Date (MM/DD/YYYY)

***This Acknowledgement must be signed and submitted to CPS Energy to maintain your status as a Registered Contractor in CPS Energy's Solar Rebate Program.***



## CONTRACTOR REGISTRATION CHECKLIST

- \_\_\_\_\_ Completed Contractor Registration Form
  
- \_\_\_\_\_ NABCEP Certificate with proof of registration of listed organization on NABCEP Certified Locator List and documentation showing that NABCEP certificate holder is employed by your company (compliance required by January 1, 2018)
  
- \_\_\_\_\_ Master Electrician License and documentation showing that Master Electrician license holder is employed by your company
  
- \_\_\_\_\_ Registration with City of San Antonio – State Electrical Contractor
  
- \_\_\_\_\_ Proof of three (3) previous installations, including customer name, address, and photos.
  
- \_\_\_\_\_ Certificate of Insurance with CPS Energy named as an additional insured
  
- \_\_\_\_\_ Company W-9 form with current mailing address for rebate checks
  
- \_\_\_\_\_ Texas Department of Licensing and Regulation Electrical Contractor License
  
- \_\_\_\_\_ Completed Local Installer Affidavit
  
- \_\_\_\_\_ Manual Acknowledgement, signed by person authorized to conduct business and bind the company
  
- \_\_\_\_\_ Completed Direct Deposit Form