

Participating Solar Contractor Program Handbook



To become and remain a Participating Solar Contractor with the NBU Solar Rebate Program, a contractor (“Solar Contractor”) must satisfy the program requirements and follow the policies outlined in this NBU Solar Rebate Program Participating Contractor Handbook, the NBU Participating Solar Contractor Registration form, Solar Rebate Program Guidelines, and NBU Participating Solar Contractor’s Code of Conduct (collectively, the “NBU Solar Program Documents”). To be eligible for a solar rebate, solar photovoltaic (“PV”) systems must be installed by a Participating Solar Contractor. NBU program requirements, terms, and issuance of rebates are subject to change without prior notice, and NBU may refuse any rebate application that does not meet all requirements. Rebates will only be issued to NBU customers.

I. Registration Requirements

A. Eligibility is contingent upon the Participating Solar Contractor meeting the following requirements:

1. If work is conducted within the city limits of the City of New Braunfels (“CoNB”) or the City of Schertz, the contractor must be registered as a contractor with the respective entity. For the current vendor requirements, visit:

- (1) <https://newbraunfels.gov/3430/Building-Safety>
- (2) <https://www.schertz.com/458/Contractor-Registration>

2. The Solar Contractor must have a NABCEP Certificated Installer on staff.

3. The Solar Contractor must have a licensed master electrician on staff.

4. The Solar Contractor must be licensed as an electrical contractor with Texas Department of Licensing and Regulation:

- (1) <http://www.tdlr.texas.gov/>

5. The Solar Contractor must maintain the following minimum levels of insurance and provide a certificate or declarations page:

- (1) Workers’ Compensation and Employer’s Liability Insurance
 - (a) \$100,000 bodily injury each accident
 - (b) \$500,000 bodily injury by disease policy limit
 - (c) \$100,000 bodily injury by disease each employee

- (2) Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence for bodily injury, including death, and property damage; \$2,000,000 aggregate.
- (3) Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence; \$2,000,000 aggregate.
- (4) All insurance policies and a 30-day note of cancellation, for the following insurance coverage.

5. The Solar Contractor must have on file a signed copy of the most recent versions of the following NBU Solar Rebate Program documents:

- (1) Participating Solar Contractor Handbook (this document);
- (2) Participating Solar Contractor's Code of Conduct; and
- (3) Participating Solar Contractor Registration and Solar Rebate Program Guidelines

6. The Solar Contractor must provide a full and complete copy of its current customer contract to NBU for review. The contract must expressly require the customer to attend Customer Solar Education Course before the Solar System is installed and allow the customer to terminate the contract without penalty or charge for any reason within ten (10) days after the customer completes the Customer Solar Education Course. The contract may not contain misrepresentations.

7. The Solar Contractor must disclose to NBU if Solar Contractor has previously been suspended or removed from NBU Solar Rebate Program or another solar rebate program, which may be grounds for denial of Solar Contractor's application.

8. The Solar Contractor must disclose to NBU any lawsuits or disciplinary complaints filed against the Solar Contractor in the last 10 years, which may be grounds for denial of Solar Contractor's application.

II. Maintaining Active Participating Solar Contractor Status

- A. Participation in the Participating Solar Contractor Program is at the sole discretion of NBU. In addition to adherence to all standards and guidelines in the NBU Solar Program Documents, Participating Solar Contractor must meet the following standards:
1. The Solar Contractor must ensure that all registration requirements are continuously met and kept up to date in the Solar Contractor's file with NBU.
 2. The Solar Contractor must notify NBU at **DER@nbutexas.com** immediately of any changes in information affecting registration such as a change of contact information, certification status, insurance coverage, lawsuits or complaints pending, etc.
 3. The Solar Contractor must send a representative to at least two (2) NBU Participating Solar Contractor meetings per year. NBU typically hosts a quarterly contractor meeting on the 2nd Tuesday of the month. The Solar Contractor will receive notices of the meetings by email but it is Solar Contractor's responsibility to obtain the schedule from NBU if it does not receive email notices.
 4. Solar Contractor must complete at least one rebate program project every 12 months, or notify the NBU Solar Rebate Program by way of the program master email **DER@nbutexas.com** that Solar Contractor remains active in the region and wishes to remain on the Participating Solar Contractor list. Solar Contractor may provide any special circumstances Solar Contractor wants NBU to consider in furtherance of any such request.
 5. Solar Contractor must require the customer to attend the Customer Solar Education Course before the Solar System is installed and allow the customer to terminate the contract without penalty or charge for any reason within ten (10) days after the customer completes the Customer Solar Education Course.
 6. NBU may, but is not required to, request that the Solar Contractor provide updated documentation on an annual basis to verify that the conditions set out herein are still satisfied.

III. Installation and Interconnection Guidelines

- A. All installations must meet the requirements set forth in the Solar Rebate Program Guidelines. The Solar Contractor is encouraged to pay close attention to the applicable technical (size, shading, etc.) and documentation requirements.
- B. The latest Solar Rebate Program Guidelines, including the rebate application and list of Participating Solar Contractors, posted at: www.nbutexas.com/solar-energy/
- C. All installations must meet the requirements set forth in the latest NBU Electric Connection Policy, posted at: www.nbutexas.com/electric-connection-policy/
- D. Participating Solar Contractor must comply with all guidelines set forth in the NBU Participating Solar Contractor's Code of Conduct.

IV. Final Inspections

- A. In addition to any permits and inspections that may be required by the CoNB, where applicable, NBU will perform interconnection inspections for all solar installations. The Solar Contractor must correct any deficiencies noted during the interconnection inspection within ten (10) business days after the interconnection inspection.
- B. The Solar Contractor may fail the interconnection inspection for any or all of the following:
 - 1. failure of the Solar Contractor to appear for the inspection;
 - 2. unauthorized or unqualified personnel at the inspection;
 - 3. inaccurate or incomplete paperwork;
 - 4. incomplete work at the time of inspection;
 - 5. noncompliance with any applicable building, electrical, or plumbing codes;
 - 6. noncompliance with the NBU Electrical Connection Policy;
 - 7. use of improper or ineligible materials; or
 - 8. installation of a system that fails to comply or meet any standards in the NBU Solar Program Documents.
- C. For each NBU Solar Rebate-qualified installation, the Contractor and Customer must provide:
 - 1. Solar Rebate Application and Guidelines; and
 - 2. Customer Education Acknowledgement Form.

V. Program Suspension or Removal

- A. Failure of the Solar Contractor or the Solar Contractor's work to comply with the standards set out in the NBU Solar Program Documents will be grounds for suspension or termination of the Solar Contractor's status as a Participating Solar Contractor.**
- B. In addition, NBU may suspend or terminate the Solar Contractor's status as a Participating Solar Contractor for the following:**
1. repeated failure to pass the interconnection inspection;
 2. engaging in or being charged with any action or conduct that violates the law or may reasonably be expected to put the health, safety or welfare of customers, NBU employees or third-parties at risk;
 3. fraud, including but not limited to, the fraudulent use or acquisition of NBU funds or submission of fraudulent or misleading Solar Rebate Applications;
 4. failure to remain in good standing with public consumer protection entities (e.g. Texas Attorney General's Office, Better Business Bureau) or more than one substantiated customer complaint;
 5. if the Solar Contractor files bankruptcy;
 6. any misrepresentation of the NBU Solar Rebate Program or any other factually inaccurate information in communications or advertisements directed to a customer or potential customer; or
 7. while any legal action is pending to the extent that legal action is reasonably related to the Solar Contractor's professional conduct or involves an allegation of criminal conduct, including but not limited to, a crime of moral turpitude.
- C. The remedies set forth herein are not exclusive and NBU reserves the right to file suit in a court of competent jurisdiction, notify law enforcement, or avail itself of any other remedies available to NBU if warranted by the conduct of Participating Solar Contractor.**
- D. By applying Participating Solar Contractor acknowledges and agrees that NBU may discontinue the Participating Solar Contractor program at any time, and NBU has sole discretion as to whether a customer or inspector complaint or any other basis warrants the denial of an application or the suspension or permanent removal of a Participating Solar Contractor from the program.**

- E. A Participating Solar Contractor desiring to participate in the Participating Solar Contractor after suspension, removal, or dormancy may be required to reapply for the NBU Solar Rebate Program or may not be permitted to participate in the Participating Solar Contractor program.

Participation in the Participating Solar Contractor Program does not create a joint venture or agency relationship between NBU and the Solar Contractor. The Solar Contractor is not authorized to represent NBU or make any promises or representations to NBU customers that are not expressly authorized by NBU.

Registration Checklist

To start your Participating Solar Contractor application and register your company, complete the checklist below.

1. **Completed NBU Participating Solar Contractor Registration with all required documentation attached;**
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 CoNB or the City of Schertz;**
5. **Certificates of Insurance with NBU named as additional insured;**
6. **Texas Department of Licensing and Regulation Electrical Contractor License;**
7. **The Participating Solar Contractor Handbook Acknowledgement Form at the end of this document, signed by person authorized to conduct business and to bind the company; and**
8. **The Participating Solar Contractor Code of Conduct Acknowledgement Form signed by person authorized to conduct business and to bind the company.**

By submitting the above information, the applicant consents to NBU taking steps to verify the accuracy of the information submitted.

Participating Solar Contractor Program Handbook



Participating Solar Contractor Handbook Acknowledgment

I, the undersigned, the individual applicant or a duly authorized representative of the below-listed company, have read and understand the Participating Solar Contractor Handbook.

On my own behalf and on behalf of the company, I agree to conduct business safely and honestly and follow the NBU Solar Rebate Program guidelines, Participating Solar Contractor Handbook, and NBU's Participating Solar Contractor Code of Conduct. I acknowledge and agree that any failure to comply with procedures outlined in the NBU Solar Program Documents may result in suspension or revocation of my ability to participate in the NBU Solar Rebate Program or in some instances, legal action.

Company Name

Printed name and title of person authorized to conduct business and to bind the company (e.g. President, CEO, Vice-President, Director, etc.)

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

Date (MM/DD/YYYY)

Scan and E-mail to:
DER@nbutexas.com

or

Mail to: New Braunfels Utilities
Attention: Conservation and Customer Solutions Department
263 Main Plaza
New Braunfels, TX 78130

NBU is not a manufacturer, supplier or guarantor of the PV system or installers, and NBU, whether by making available a list of registered installers and equipment sources or otherwise, has not made and makes no representations or warranties of any nature, directly or indirectly, expressed or implied, as to performance of the installer or reliability, performance, durability, condition or quality of the PV system selected and purchased.

Selection of a Registered Solar Installer to perform the work is the sole decision of the Program Participant. Any lists representing the Registered Solar Installers are of those companies and/or individuals who have taken time to register themselves with NBU. It is not an endorsement by NBU of any product, service, individual or company. There is no work guarantee or warranty, expressed or implied as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.