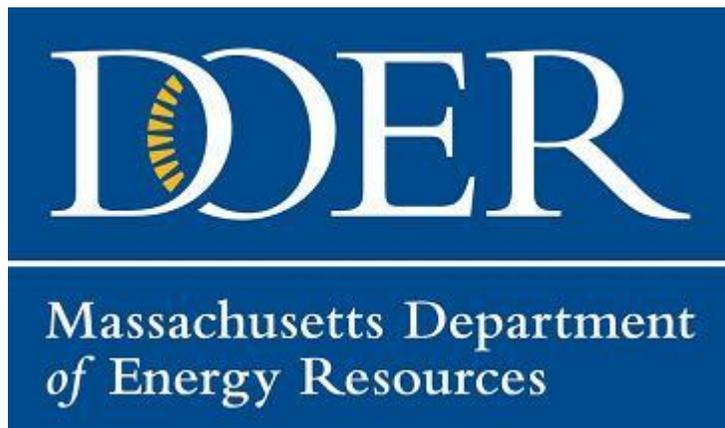


# MLP Solar Rebate Program



## Program Manual

Version 1.2

### NOTICES:

- **Rebate Applications MUST be SUBMITTED to DOER by an MLP or their designee prior to receiving the permission to operate by the MLP. Any installation work done prior to rebate application submittal and approval is done at your own risk.**
- **Solar photovoltaic installations require a licensed electrician.**
- **By signing and submitting an application for a rebate, Parties agree to be bound by the terms and conditions of the Participant's Agreement.**

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## 1 **Introduction**

### 1.1 **Massachusetts Municipal Light Plant Solar Rebate Program Overview**

The Massachusetts Municipal Light Plant (“MLP”) Solar Rebate Program provides rebates through a non-competitive application process for the installation of photovoltaic (“PV”) projects **by professional, licensed contractors** at residential, commercial, industrial, institutional and public facilities in participating MLP service territories. The System Owner (and project site) must be a customer of a Massachusetts participating MLP that has received a grant award from DOER. The rebates are based on the size of the PV project, which may not exceed 25 kW (25,000 watts DC @ STC). DOER has allocated \$2.3 million to this program, which will be matched by participating MLPs and will last until the funds are reserved or until the end of the second calendar quarter of 2020, whichever is sooner.

In addition, recipients of an MLP Solar Rebate must register as Massachusetts Renewable Portfolio Standard (“RPS”) Class I eligible. A participating facility’s rebate application will double as an RPS Class I Statement of Qualification Application. By participating in the program, the owner of a facility receiving a rebate agrees to provide its RPS Class I Renewable Energy Certificates (“RECs”) to the MLP in whose service territory the facility is located for the lifetime of the facility.

### 1.2 **Purpose of Program Manual**

This manual describes the available funding, rebate levels, application process, and payment process for a solar matching grant program. As the program develops over time, this Program Manual will be updated to reflect the current program status and procedures.

### 1.3 **Who We Are**

#### ***The Massachusetts Department of Energy Resources***

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth of Massachusetts’ energy supply within the context of creating a cleaner energy future. To that end, DOER strives to:

- Maximize development of clean energy resources
- Create and implement energy strategies to assure reliable supplies and improve the cost of clean energy relative to fossil-fuel based generation
- Support Massachusetts’ clean energy companies and spur Massachusetts’ clean energy employment

## 2 **Program Process Overview**

The rebate application and payment process involves the following steps and related responsibilities, as described more fully below:

- First Steps for Applicants
- Preparation and Submission of Application to Program Administrator
- Program Administrator Submission of Application to DOER
- DOER Review and Approval of Application
- DOER Rebate Award Packet Issuance
- Program Administrator Issuance of Rebate Award Packet to Participating Customer
- Installation and Interconnection
- Submission of Project Completion Form to MLP or MLP Designee
- Program Administrator Submits Project Completion Form to DOER
- Payment Process

This section provides a description of each step listed above. For more information please review the Program Manual in detail or visit <https://www.mass.gov/guides/municipal-light-plant-solar-rebate-program>

With the exception of projects that otherwise meet all program eligibility criteria and were authorized to interconnect prior to the program launch date, rebates **MUST** be SUBMITTED prior to receiving the permission to operate by the MLP for a solar project. Any installation work done prior to rebate application submittal and approval is done at your own risk.

In addition, by signing the Project Completion Form, System Owners of approved rebate applications must certify that they incurred costs equal to or greater than the rebate amount after the date of application award. DOER reserves the right to deny rebate applications or payments for projects installed without pre-approval or projects where the System Owner cannot demonstrate sufficient incurred costs.

### **First Steps for Applicants**

Prior to contacting an Installer, prospective System Owners should:

1. **Determine Eligibility.** MLP Solar Rebates are only available to Massachusetts electricity customers who are customers of a participating MLP.
2. **Determine Compatibility with the Site.** Prior to contacting a Primary Installer/Integrator, prospective System Owners should assess whether a project is likely to be compatible with their home or building. For example, successful projects require access to direct sunlight without any significant shade throughout the day.
3. **Estimate Rebate.** The MLP Solar Rebate will cover only part of a project's costs equal to \$1.20/watt for projects up to 25 kW DC and is capped at 50% of a project's total installation costs, or at an amount determined by the participating MLP (see Section 5.1: *Rebate Calculation* for more details).
4. **Select a Primary Installer/Integrator.** Prospective System Owners are responsible for selecting a Primary Installer/Integrator. Installers and integrators can help prospective System Owners with a more detailed site and financial assessment. Prospective customers should perform their own due diligence with regard to the experience and qualifications of a potential Primary Installer/Integrator and its team, and make sure that it meets all MLP Solar Rebate Program requirements.

### **Preparation and Submission of Application to MLP or Program Administrator**

The Primary Installer/Integrator must prepare the rebate application on behalf of the System Owner. The System Owner may need to assist the Primary Installer/Integrator by providing supporting materials and by reviewing and approving the application package by signing the application. The Applicant and System Owner may execute this application by means of either an original signature, or an electronic signature, provided that such electronic signature and any related signing process comply fully in all respects with the United States Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act (as each may be amended from time to time) as well as any applicable state laws, statutes and regulations; and by executing this application by means of an electronic signature, the undersigned agrees and acknowledges that (i) such electronic signature is the legal equivalent, and shall have the same force and effect, of a manual signature, and (ii) no certification authority or any other third party verification is necessary to validate the electronic signature, and the lack of such certification and/or third party verification will not in any way affect the enforceability of this application and/or the MLP Solar Program Participant's Agreement (See attachment B).

The application must be completely filled out and include all supporting documentation. A separate application must be submitted for each proposed project.

All program communication to applicants will be sent electronically. **It is the responsibility of the Applicant to enter an accurate email address for the System Owner into the rebate application.** If the System Owner does not have an email address, it is the sole responsibility of the Applicant to ensure the System Owner receives all application-related communications, including but not limited to the Notice of Award and Project Completion Form.

### **MLP or Program Administrator Submission of Application to DOER**

The Program Administrator must review applications submitted by Applicants for completeness and submit them to DOER for review and approval. Prior to submission to DOER, the MLP or the Program Administrator must sign the MLP Solar Program Participant's Agreement for each application.

### **DOER Review and Approval of Application**

Once DOER receives a signed application from the Program Administrator with required back-up documentation, DOER staff will review each application for signatures, completeness, eligibility, and accuracy.

### **DOER Rebate Award Packet Issuance**

Once the rebate award has been approved, DOER sends the Program Administrator an email award packet which includes:

- Rebate Award letter (indicates rebate amount, the project completion deadline, etc.)
- Project Completion Form
- Change Request Form

The award packet contains the Project Completion Form that must be submitted to receive the rebate payment once the installation is complete. Awarded System Owners should keep this form in a safe place during the installation process.

### **Program Administrator Issuance of Award Packet to Participating Customer**

Once the award packet has been issued to the Program Administrator, they are responsible for forwarding it to the Applicant.

### **Installation and Interconnection**

Once the Applicant and System Owner receive a copy of the award notification, the Primary Installer/Integrator can proceed with the installation and interconnection. The installation must comply with the Minimum Technical Requirements (Attachment C). In order to remain eligible to receive a rebate, project proponents must receive the authorization to interconnect from the utility after the rebate application has been electronically submitted to and approved by DOER. Any installation work done prior to rebate application submittal and approval is done at your own risk.

### **Program Administrator Submission of Project Completion Form to DOER**

Once the project has been installed and interconnected, the Applicant will work with the System Owner to submit the Project Completion Form, Change Request Form (if applicable) to the Program Administrator, and back-up documentation, which will review the form for completeness before submitting it to DOER to process payment.

### **Payment Process**

Upon DOER's receipt of a complete Project Completion Form, Change Request Form (if applicable) and back-up documentation, the rebate payment will be paid to the Program Administrator, which will be responsible for ensuring that the full rebate amount is paid to the System Owner.

### **Questions and Answers**

Questions concerning this Program Manual should be emailed to DOER at [DOER.MLPSolar@mass.gov](mailto:DOER.MLPSolar@mass.gov). All inquiries should be submitted well in advance of project deadlines and reference the MLP Solar Rebate Program Manual. System Owners and Primary Installers/Integrators are encouraged to visit the website prior to submitting a question.

**3 Available Funding and Rebate Levels**

**3.1 Total Funding and Reservations**

Funding for the MLP Solar Rebate program is expected to be approximately **\$4.6 million (50/50 cost share between DOER and MLPs)**, which is to be expended on a “first come, first served” basis. The rate of expenditures is dependent upon market activity. Only complete applications will be accepted into the process queue.

**3.2 Rebate Taxability**

MLP Solar Rebates may be considered taxable income to the System Owners of commercial or third-party owned PV projects, by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. System Owners of commercial and third-party owned PV projects are strongly encouraged to consult with a tax professional to determine the federal and/or state tax implications of receipt of the Rebate. MLPs may send out a Form 1099 to each System Owner that is awarded a rebate through the MLP Solar Rebate program. **Please note: A tax liability may exist whether the payment is made directly to one of the parties or on its behalf.**

**3.3 Rebate Levels**

Rebates for System Owners are capped at \$1.20/watt and a maximum of 50% of total installed costs, unless a participating MLP establishes its own cap on total rebate amounts (see Section 5.1: *Rebate Calculation* for more details).

**4 Key Definitions**

The following are definitions or references for key terms frequently used in the Program Manual.

**4.1 Customer Related Terms**

|                             |  |
|-----------------------------|--|
| <b>System Owner</b>         | An individual or entity that applies to DOER for a MLP Solar Rebate. The System Owner is the owner of the project that is supported by the MLP Solar Program Rebate. |
| <b>Awarded System Owner</b> | A System Owner that has received a Rebate Award but has not yet reached Project Completion.  |

**4.2 Installer Related Terms**

|   |  |
|---|--|
| <b>Applicant</b>                            | The Applicant is the Primary Installer/Integrator or the individual or entity that prepares and submits the application.   |
| <b>Primary Installer/ Integrator</b>        | The Primary Installer/Integrator is the primary entity responsible for the project installation. The Primary Installer/Integrator must be a professional contractor licensed to conduct business in Massachusetts. Any electrical work performed on the installation must be conducted by an electrician holding a valid and current license in Massachusetts. The Primary Installer/Integrator is directly responsible for turnkey project management and installation work, although the installation work may be sub-contracted. Homeowners or “do-it-yourselfers” are not eligible to be a Primary Installer/Integrator unless they are Massachusetts licensed electricians completing an installation on their own homes. |
| <b>Primary Installer/ Integrator Entity</b> | A parent company or parent organization and all of its subsidiaries are considered a single Primary Installer/Integrator Entity.   |

### 4.3 MLP Related Terms

|                                    |   |
|------------------------------------|---|
| <b>Municipal Light Plant (MLP)</b> | A municipal electric department as defined in M.G.L. c. 164A, § 1 that has elected to participate in the MLP Solar Rebate Program.  |
| <b>Program Administrator</b>       | An entity designated to act on behalf of a MLP or a group of MLPs that have elected to participate in the MLP Solar Rebate Program. More specifically, Energy New England (ENE) or the Massachusetts Municipal Wholesale Electric Cooperative (MMWEC), depending on the municipality in which the solar facility is located (see Appendix D). |

## 5 **Minimum Project Requirements**

### 5.1 Customer and Project Requirements

|  |  |
|--|--|
| <b>Eligibility</b>                                 | <p>The System Owner must be the electricity end-user and customer of record in an eligible MLP. For projects attached to a building or structure, the System Owner must be the sole owner of that building or structure or be authorized by the owner(s) to make the necessary modifications to the building to install the proposed project.</p> <p>The System Owner must also be the consumer of the electricity generated by the proposed project, except as set forth below:</p> <ul style="list-style-type: none"> <li>• For new construction or major renovation projects, the real estate developer can be the System Owner whether they intend to own or sell the building or structure where the project will be located.</li> <li>• A building owner can be the System Owner of the project where a tenant is responsible for the electricity bill.</li> </ul>   |
| <b>State Employees and Special State Employees</b> | <p>State employees and special state employees (as defined by M.G.L. c. 268A) are not eligible for MLP Solar Program rebates unless they have received a determination of eligibility from the State Ethics Commission, which must be submitted with the rebate application. Individuals who provide services to a state agency or office are deemed to be special state employees of that agency or office.</p> <p>A state employee or special state employee must satisfy one of the following criteria to be eligible for a rebate: (i) he/she is not an employee or a special state employee of any of the state agencies or offices that administer or provide oversight to the MLP Solar Rebate Program including DOER, EEA, and the Governor's office, (ii) he/she is an employee or special state employee of any other state agency and has disclosed his/her participation in the Program to the State Ethics Commission, or (iii) he/she is a state employee and the State Ethics Commission has determined that he/she is eligible to participate.</p> |
| <b>Project Location and Building Type</b>          | The project must be located in Massachusetts within the service territory of a participating MLP. The building or facility utilizing the power generated by the project must be grid-connected.  |

|   |   |
|---|---|
| <b>Eligible Project Size</b>                                      | <p>The minimum project size per application is 1 kW (capacity is defined as DC @ STC). Eligible applications must be for projects that have a nameplate capacity of 25 kW (e.g., 25,000 watts) or less. A project is defined as the total capacity being installed on the property. For example, if capacity is being installed on multiple buildings (or in combination with a ground-mounted system) on a single property, the total capacity will be considered one project and must be 25 kW or less.</p> <p><b>Note:</b> DOER will consider good cause exceptions to this requirement on a case by case basis.</p>   |
| <b>Rebate Calculation</b>   | <p>The rebate calculation for an individual project is based on the size of the total system installation <i>per property</i>. The rebate calculations will be determined by the total system size on a single property regardless of the number of electric meters used.</p> <p>Should a participating MLP elect to establish a cap on the total rebate amount available to individual projects located in its service territory, DOER will in no circumstance provide a matching rebate in an amount greater than the cap established by the participating MLP. Prospective Applicants are encouraged to consult with their MLP regarding any limitations in the total rebate amount within their service territory before applying.</p> <p><b>Note:</b> If capacity is being installed on multiple buildings (or in combination with a ground-mounted system) on a single property, the total capacity will be considered one project and must be 25 kW or less (unless granted a good cause exception).</p> |
| <b>Expansions / Add-ons</b>                                       | <p>No more than 25 kW can receive a rebate on a single property. Should a System Owner wish to expand a project that had previously received a rebate, the capacity of the original system plus the expansion cannot exceed 25 kW.</p>  |
| <b>Behind the Meter Requirement</b>                               | <p>The project must be a “behind-the-meter” project. In other words, the interconnection of the system must be on the account holder’s side of the utility billing meter.</p>   |
| <b>Metering</b>   | <p>For the purposes of tracking and verifying production totals for to generate RPS Class I RECs, participating MLPs will provide meters that are capable of measuring the gross output of the PV Project and meet the Small Generator Metering Protocol Minimum Accuracy Requirements contained in Rule 2.1(e) of the New England Power Pool Generation Information System’s (NEPOOL GIS) Operating Rules.</p> <p><b>Note:</b> Cost of the meter may be assessed to the System Owner by a participating MLP. Costs of these meters may range from \$100 to \$1,000. System owners should contact their MLP directly for information on meter costs.</p>  |
| <b>Solar Carve-out and Solar Carve-out II Eligible Facilities</b> | <p>Projects that have received a Statement of Qualification under the Solar Carve-out or Solar Carve-out II programs under 225 CMR 14.00 are not eligible to receive a rebate.</p>  |

## 6 Application Process

### 6.1 Application Detail

|   |   |
|---|---|
| <p><b>Complete Applications</b></p>       | <p>Applications that meet the requirements outlined in the application checklist, and for which all back-up documentation is received as outlined above, will be deemed complete. Incomplete applications will be rejected and taken out of the Process Queue.</p> <p>An Application Cover Letter is optional and can be included with back-up documentation.</p> <p>Complete Applications to receive a rebate award must include all of the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Completed MLP Solar Rebate Application (Attachment A)</li> <li><input type="checkbox"/> Signed MLP Solar Rebate Participant’s Agreement (Attachment B)</li> <li><input type="checkbox"/> Proof of Property Ownership (Deed, tax bill)</li> <li><input type="checkbox"/> Copy of signed Contractor/Homeowner Agreement</li> <li><input type="checkbox"/> Shading Analysis (See Section 7 Technical and Installation requirements)</li> </ul> |
| <p><b>Process Queue</b></p>               | <p>MLPs, the Program Administrator, and DOER will review and process complete applications submitted on the first day that the program is accepting applications based on the date that the contract between the Primary Installer and System Owner was executed, with earlier contract execution dates being reviewed before later contract execution dates. Following the first day that Applicants may submit applications, applications will be reviewed on a first come, first served basis according to the date and time on which the application is submitted. If an application is determined to be incomplete, the timeline for its review and approval may be significantly delayed.</p>   |
| <p><b>Application Review Process</b></p>  | <p>Funding is available on a first come, first served basis to complete applications, subject to the applicable installer caps on total awards.</p> <ol style="list-style-type: none"> <li><b>1. Incomplete, Inaccurate, or Ineligible Applications.</b> Applications that are either incomplete, inaccurate, or reflect ineligible projects may be rejected. Within three weeks of receipt of an incomplete, ineligible, or inaccurate application, DOER staff will strive to notify the System Owner and Installer of the application’s rejection. Submittal of complete documentation for each application and compliance with all program deadlines is the sole responsibility of the Applicant.</li> <li><b>2. Complete Applications.</b> Applicants that submit complete and accurate applications and receive a Rebate Award will be notified by a Program Administrator.</li> </ol>   |
| <p><b>Rebate process and timeline</b></p> | <p>Following the receipt of a rebate award, the following must be provided in order to receive the rebate payment:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Signed Project Completion Form</li> <li><input type="checkbox"/> Change Request Form (if applicable)</li> <li><input type="checkbox"/> Copy of the Permission to Operate issued by the MLP</li> </ul> <p>DOER, the Program Administrator, and the MLPs will strive to complete to complete the issuance of a final rebate within 90 days of DOER receiving a complete Project Completion Form, Change Request Form (if necessary), and a copy of the authorization to interconnect or permission to operate issued by the MLP.</p>   |

## 6.2 Attachments

|                     |   |
|---------------------|---|
| <b>Attachment A</b> | Application Form                                      |
| <b>Attachment B</b> | Participant's Agreement                               |
| <b>Attachment C</b> | Minimum Technical Requirements                        |
| <b>Attachment D</b> | List of Program Administrators and Participating MLPs |

## 7 Technical and Installation Requirements

### 7.1 Minimum Technical and Installation Requirements

|                                       |  |
|---------------------------------------|--|
| <b>Minimum Technical Requirements</b> | <p>All installations must comply with the Minimum Technical Requirements in Attachment C.</p> <p>A shading analysis is required at the time of application to ensure the system will meet the 80% of optimal output requirement outlined in Attachment C - MLP Solar Rebate Program Technical Requirements. Solmetric SunEye, Solar Pathfinder, Wiley ASSET software, Aurora software with LIDAR data available, Bright Harvest, Scanify, or other DOER approved shading analyses will be accepted. For examples of what DOER requires, please see our: <a href="#">Example Solmetric SunEye</a> and <a href="#">Example Solar Pathfinder</a> and <a href="#">Example Aurora</a> and <a href="#">Example Bright Harvest</a> and <a href="#">Example Scanify</a>.</p> <p><b>Please contact DOER at <a href="mailto:DOER.MLPSolar@mass.gov">DOER.MLPSolar@mass.gov</a> prior to submitting a shading analysis that is not listed above.</b></p>  |
| <b>Eligible and Related Equipment</b> | <p>All installations must use solar photovoltaic technology, which is defined as cells or solar photovoltaic arrays that directly convert energy from the sun into electricity. Building integrated installations are eligible assuming all other requirements are met.</p> <p>Installations must be grid connected and use module, inverter, and other equipment compliant with the Minimum Technical Requirements (Attachment C).</p>  |
| <b>Project Timeframe</b>              | <p><b>Any installation work done prior to rebate approval is done at your own risk. With the exception of projects with contracts executed prior to May 13, 2019, rebate funds may not be used to reimburse or write down costs incurred prior to System Owner's receipt of a confirmation of their Rebate Award. By signing the Project Completion Form, all parties certify that the System Owner has incurred costs by the installer after the award date for an amount equal to or greater than the rebate.</b></p> <p>All projects must be completed within one year of the Rebate Award date. Awards for Projects that do not achieve Project Completion within one year will be automatically rescinded, unless an extension is requested, in writing, by the System Owner, and approved by DOER.</p> <p>DOER maintains sole discretion on the determination of which projects qualify for such extensions. It is the general policy of DOER to <b>not</b> grant extensions unless there are extenuating circumstances.</p> |

## **8 General MLP Solar Rebate Program Conditions**

### **8.1 Notice of Public Disclosure**

As a public entity, the DOER is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, except for those documents exempted from disclosure under state law, any documentary material, data, or other information received by the DOER from an applicant is a public record subject to disclosure. Materials that fall under certain categories, however, may be exempt from public disclosure under a statutory or common law exemption, including the limited exemption at Chapter 23J, Section 2(k) of the Massachusetts General Laws regarding confidential information submitted to DOER by an applicant for any form of assistance. Specifically, materials that fall under one of the following categories may be determined to be not public records and thus not subject to disclosure:

- Information, documents, or data that consist of trade secrets;
- Information, documents, or data that consist of commercial or financial information regarding the operation of any business conducted by the applicant; and
- Information, documents, or data regarding the applicant's competitive position in a particular field of endeavor.

### **8.2 Waiver Authority**

DOER reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the application, to accept or reject any or all applications received, and/or to cancel all or part of MLP Solar Rebate Program at any time prior to awards.

### **8.3 Disclaimer**

The MLP Solar Rebate Program Manual does not commit DOER to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. DOER reserves the right to accept or reject any or all applications received, negotiate with all qualified System Owners, cancel or modify the Program Manual in part or in its entirety, or change the application guidelines, when it is in its best interests.

### **8.4 Changes/Amendments to the Program Manual**

This Program Manual has been distributed electronically using DOER's website. It is the responsibility of System Owners and Primary Installers/Integrators to check DOER's website for any addenda or modifications to the Program Manual to which they intend to respond. DOER, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to System Owners and Primary Installers/Integrators who submit an application based on an out-of-date Program Manual and/or related document.

### **8.5 Inspection**

DOER reserves the right to inspect project sites and/or request additional technical information prior to approving or denying applications. DOER reserves the right to reject any applications that involve Primary Installers/Integrators that have violated the Minimum Technical Requirements (Attachment C).

## Attachment B

### MLP Solar Rebate Program Participant's Agreement

The following Participant's Agreement (the "Agreement") is issued by the Department of Energy Resources ("DOER"). Any changes or electronic alterations to the official version of this form shall be void. Each Party acknowledges and agrees that they have read and understand all of the terms and conditions of this Agreement, the MLP Solar Rebate Program Manual, and the MLP Solar Rebate Program Technical Requirements (Attachment C) and specifically agrees to be bound by their contents upon the execution and submission of the MLP Solar Rebate Application. This Agreement shall become effective as of the date indicated on an Award Letter from DOER.

**Accepting the following Agreement as part of the MLP Solar Rebate Application does not entitle the Parties to an incentive award by the DOER.**

**Whereas**, DOER is offering financial assistance in the form of rebates under the MLP Solar Rebate Program Manual Version 1.2 (the "Program Manual") for the design and construction of solar photovoltaic projects;

**Whereas**, the Applicant (the "Primary Installer/Integrator") has submitted the Application on behalf of the System Owner to a Program Administrator, and the Program Administrator has submitted the Application to DOER for its review and approval; and

**Whereas**, as a condition of their participation in the MLP Solar Rebate Program (the "Program"), the Applicant, System Owner, participating MLP, and Program Administrator ("Applicant Parties") agree to abide by the terms of this Agreement.

**Now, therefore**, for good and valuable consideration, the Applicant Parties agree as follows:

1. Applicant Parties represent that they satisfy all eligibility requirements set forth in the Program Manual and that they will comply with all terms and conditions set forth herein and in the Program Manual.
2. Installation Contract. System Owner has entered into a contract with the Primary Installer/Integrator to design and construct the PV Project (the "Installation Contract") which requires, in part, that the Primary Installer/Integrator meet all requirements set forth in the Program Manual and incorporated by reference herein.
3. The PV Project.
  - a. *Performance of the Work*. System Owner shall ensure that the PV Project is installed and completed in accordance with the specifications set forth in the Application and that the PV Project satisfies all eligibility requirements set forth in the Program Manual, including the Minimum Technical Requirements. System Owner is responsible for ensuring that the installed PV Project continuously complies with the Minimum Technical Requirements on an ongoing basis for its useful life. For purposes of this Agreement the term "useful life" shall mean a period not less than ten (10) years from the date of project completion.
  - b. *Rebate Rescission/Reduction*. DOER reserves the right, acting in the sole exercise of its discretion, to rescind the award of the Rebate in the event of noncompliance with this Agreement, including the Program Manual or other document incorporated by reference. Furthermore, where there are proposed changes to the scope of a PV Project, DOER will not provide an adjusted rebate that is more than the originally approved rebate. Notwithstanding the foregoing, DOER reserves the right, at its sole discretion, to adjust the rebate amount in a manner proportionate to proposed changes from the approved Application.
  - c. *PV Project Location Change*. Changes to the physical location of some or all of the components, except in the case of warranty replacements, of an installed PV Project during the first ten (10) years of the PV Project's useful life are prohibited (a "Location Change"). In the event that DOER receives information concerning a Location Change and confirms that a Location Change has occurred, DOER shall rescind Rebates that have not yet been paid to the designated Payee (as identified in the Application) and seek repayment of any portion of the Rebate that has been paid. System Owner agrees that if it has received the Rebate and subsequently makes a Location Change within the first ten (10) years following project completion, it shall notify and return the full amount of the Rebate to DOER. Examples of a prohibited Location Change include, but are not limited to, moving the specific site of a solar installation or

transferring a PV Project to a property other than the one set forth in the Application.

- d. *Project Completion.* The System Owner and Primary Installer shall work cooperatively to achieve PV Project Completion within the timeframes specified in the Program Manual. For purposes of the Agreement, "Project Completion" shall mean that the installation has been completed and interconnected in accordance with the Minimum Technical Requirements and inspected and approved by the authorities having jurisdiction over official permitting and interconnection. Failure to achieve Project Completion within the specified timeframes may result, at DOER's sole discretion, in forfeiture of all or a portion of the Rebate. DOER shall consider, at its sole discretion, written requests for an extension of the Project Completion Deadline specified in the rebate award letter sent to the System Owner. Consideration of a requested time extension shall be strictly limited to circumstances that are beyond the control of the System Owner or Primary Installer.
4. Rebate Payment. DOER shall pay the Rebate to the Program Administrator within sixty (60) days after the receipt of a complete Project Completion Form, Change Request Form (if applicable), and any associated supporting documentation necessary that demonstrates that the installation has reached Project Completion. Upon meeting the aforementioned requirements and with no changes to the system or its ownership, the Program Administrator shall be paid a rebate in an amount no greater than what was contained in the Rebate Award. The Program Administrator shall be responsible for working with participating MLPs to distribute a rebate to a System Owner in accordance with its contractual obligations with DOER.
5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the Commonwealth, DOER, and each of their respective agents, officers, directors and employees (together with the Commonwealth and DOER, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Applicant Parties' breach of any of the terms of this Agreement or any false representation of the Applicant Parties under this Agreement and/or the Application, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Applicant Parties or any of the Applicant Parties' agents, officers, directors, employees, contractors or subcontractors. Without limiting the foregoing, the Applicant Parties, for themselves individually, shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Applicant Parties, individually, or any of its agents, officers, directors, employees, contractors or subcontractors.
6. System Owner Responsibilities
  - a. The System Owner acknowledges that it is solely responsible for directing and controlling all PV Project decisions, including, but not limited to:
    - i. Selecting and entering into a written contract with the Primary Installer, including requiring documentation that any workers, contractors, or subcontractors employed on the PV Project have valid licenses issued by the Commonwealth of Massachusetts to perform the required work and are in compliance with all applicable laws, rules, and regulations related to employment in the Commonwealth including, but not limited to, those laws pertaining to workmen's compensation, non-discrimination and eligibility to work in the United States;
    - ii. Preparing all plans, drawings, and specifications;
    - iii. Procuring equipment and obtaining appropriate warranties from the equipment vendor(s) and/or Primary Installer(s);
    - iv. Obtaining all permits required by state, local, or federal law or regulation to perform the work required to complete the PV Project and complete interconnection to the electric utility grid;
    - v. Construction means, methods, techniques, sequences, and procedures;
    - vi. Supervising and directing work performed to complete the PV Project;
    - vii. Safe operations and maintenance of the PV Project, including any required replacement of parts; and
    - viii. Agreement upon the selected MLP Solar Rebate Payment terms.
  - b. System Owner agrees that it shall abide by the Commonwealth's rules regarding employment discrimination when selecting the Primary Installer, equipment vendor(s), and/or subcontractor(s) for the PV Project.
  - c. System Owner agrees to allow DOER, or its agents, to enter onto the site of the PV Project to inspect the installed PV Project during the first ten (10) years of its useful life.

- d. System Owner agrees to participate, upon DOER's, a participating MLP's, or a Program Administrator's request, in other information gathering activities required to prepare case studies, monitoring and evaluation studies, or other educational materials that may be beneficial to DOER or the public to disseminate knowledge gained as a result of the program.
7. **Disclaimer:** DOER has not investigated, and DOER expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of the PV on the PV Project by the Primary Installer presented in the Application. The approval of the Rebate does not constitute an endorsement, warranty, or guaranty of any kind or circumstance by DOER of any company, product, service, process, procedure, design or other matter regarding the installation of the PV on the PV Project by the Primary Installer, equipment vendor and/or subcontractor(s) for the PV Project. The entire risk of use of any Primary Installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the System Owner as part of its obligations under this Agreement.
  8. **Insurance:** DOER recommends that every Installer purchase and maintain adequate insurance coverage until completion of the PV Project. DOER also recommends that the Applicant Parties discuss the types and amounts of coverage maintained and the appropriateness of those coverages for the PV Project. Applicant Parties acknowledge the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the PV Project. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Applicant Parties of any responsibility to DOER, and the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification under this Agreement.
  9. **Consumer Disclosure – Renewable Energy Certificates:** The participating MLP shall have title to the PV Project's non-energy attributes and the associated Massachusetts Renewable Portfolio Standard Class I Renewable Energy Generation Attributes ("RPS Class I RECs), as defined in 225 CMR 14.02. The RPS Class I RECs shall be retained by the participating MLP, who shall settle the RPS Class I RECs in the New England Power Pool Generation Information System ("NEPOOL GIS") on an annual basis for the lifetime of the PV Project. The System Owner can make no claims that they utilized the solar power generated by the PV Project to meet their electrical energy needs, as the RPS Class I RECs created by the PV Project are the property of the MLP.
  10. **Metering:** The participating MLP will be responsible for installing metering equipment that meets the specifications outlined in the MLP Solar Rebate Program Manual and may assess the costs associated with installing such a meter on the System Owner.
  11. **Mediation / Arbitration:** In the event of any dispute concerning the Parties' respective rights and obligations under this Agreement, the Parties hereby agree to submit such dispute to binding arbitration ("Arbitration"). If any of the Parties' requests mediation prior to Arbitration, the Parties will work in good faith to mediate their dispute through a jointly selected mediator. The Parties to any such dispute shall share the fees of the mediator or arbitrator jointly and shall be individually responsible for any legal fees they may respectively incur.
  12. The following documents are incorporated by reference into this Agreement:
    - a. The Program Manual, including but not limited to Minimum Energy Efficiency Requirements and Minimum Technical Requirements,
    - b. The MLP Solar Rebate Application attached, including any additional information submitted by the Applicant Parties as requested by DOER.

Applicant

Name \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

System Owner

Name \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Program Administrator on behalf Participating MLP

Name \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

## Attachment C

### MLP Solar Rebate Program Technical Requirements

All MLP Solar Rebate Program PV projects must demonstrate compliance with the Minimum Technical Requirements set forth in this attachment. These requirements are not intended to be all-encompassing, nor is this attachment intended to be a substitute for engineering specifications or for safety requirements. Site-specific conditions and/or local regulations may require additional requirements not contained in this attachment. DOER reserves the right to withhold payment to any project that does not satisfy the Minimum Technical Requirements.

#### Minimum Design and Estimated Production Requirements

The PV project must be designed to meet the following specifications:

- Have an azimuth between 90 and 270 degrees
- Demonstrate that its expected output will be reduced by no more than 20% due to shading, as measured by Solar Access Value. The analysis must include the azimuth, system tilt and shading for each plane that will host PV panels.

#### Installation Requirements

The PV project electrical work must be performed by a Massachusetts licensed electrician.

The PV project must be installed according to the manufacturer's instructions and in compliance with all applicable codes and standards including:

- Local, state, and/or federal building and electrical laws, codes and practices.
- All pertinent permits and inspections must be obtained, and copies kept on file as may be required by local codes and/or state law.

#### Additional Solar PV Equipment Requirements

The equipment and components that comprise the PV project must have the following characteristics:

- All electrical equipment funded in part or in whole under this program must be new.
- Underwriters Laboratory (UL) listed and compliant with Institute of Electrical and Electronics Engineers (IEEE) standards, or other nationally recognized testing laboratory standards (e.g. CSA, ETL, TUV, etc).
  - All photovoltaic modules must be certified by a nationally recognized testing laboratory as meeting the requirements of the UL Standard 1703.
  - Inverters must be certified as meeting the requirements of IEEE 1547 and UL Standard 1741 SA.
- Exceptions:
  - Reconditioned meters recertified to meet accuracy standards.
  - UL is not required, but is recommended, for PV projects operating at less than 30 volts.

**Attachment D**

**List of Program Administrators and Participating Municipal Light Plants**

| <b>ENE</b>             |                    |               | <b>MMWEC</b>         |               |
|------------------------|--------------------|---------------|----------------------|---------------|
| <b>MLP</b>             | <b>Also Serves</b> | <b>Pledge</b> | <b>MLP</b>           | <b>Pledge</b> |
| <b>Belmont</b>         |                    | \$100,000     | <b>Ashburnham</b>    | \$50,000      |
| <b>Braintree</b>       |                    | \$250,000     | <b>Boylston</b>      | \$30,000      |
| <b>Concord</b>         |                    | \$330,000     | <b>Chicopee</b>      | \$105,000     |
| <b>Danvers</b>         |                    | \$10,000      | <b>Groton</b>        | \$10,000      |
| <b>Georgetown</b>      |                    | \$10,000      | <b>Holden</b>        | \$50,000      |
| <b>Groveland</b>       |                    | \$10,000      | <b>Ipswich</b>       | \$125,000     |
| <b>Hingham</b>         |                    | \$170,000     | <b>Mansfield</b>     | \$100,000     |
| <b>Hudson</b>          |                    | \$125,000     |                      |               |
|                        | Stow               |               | <b>Marblehead</b>    | \$27,500      |
| <b>Littleton</b>       |                    | \$50,000      |                      |               |
|                        | Boxborough         |               | <b>Paxton</b>        | \$12,000      |
| <b>Merrimac</b>        |                    | \$25,000      | <b>Peabody</b>       | \$25,000      |
| <b>Middleborough</b>   |                    | \$75,000      |                      |               |
|                        | Lakeville          |               | <b>Princeton</b>     | \$10,000      |
| <b>Middleton</b>       |                    | \$100,000     | <b>Shrewsbury</b>    | \$125,000     |
| <b>North Attleboro</b> |                    | \$30,000      | <b>South Hadley</b>  | \$50,000      |
| <b>Norwood</b>         |                    | \$100,000     | <b>Sterling</b>      | \$48,540      |
| <b>Reading</b>         |                    | \$250,000     |                      |               |
|                        | Lynnfield          |               |                      |               |
|                        | North Reading      |               |                      |               |
|                        | Wilmington         |               | <b>Templeton</b>     | \$50,000      |
| <b>Rowley</b>          |                    | \$50,000      | <b>Wakefield</b>     | \$150,000     |
| <b>Taunton</b>         |                    | \$350,000     |                      |               |
|                        | Berkely            |               |                      |               |
|                        | Dighton            |               |                      |               |
|                        | Raynham            |               | <b>West Boylston</b> | \$60,000      |
| <b>Wellesley</b>       |                    | \$115,000     |                      |               |
| <b>Westfield</b>       |                    | \$25,000      |                      |               |