

**2023-2025  
Solar Rebate Program  
Description  
Version 3.0**



**NOTICES:**

- **Any installation work done prior to receiving a Rebate Reservation Letter for the 2023-2025 Solar Rebate Program is done at the Project Owner's own risk.**
- **By submitting an application and signing the Participant's Agreement, all Parties agree to be bound by the terms and conditions of the 2023-2025 Solar Program's Participant's Agreement.**

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## 1 Introduction

### 1.1 2023-2025 Solar Rebate Program Overview

The 2023-2025 Solar Rebate Program provides rebates through a non-competitive application process for the installation of photovoltaic (“PV”) projects by professional, MA-licensed contractors at residential, commercial, industrial, institutional, and public facilities in participating Municipal Light Plant (MLP) service territories. The System Owner (and project site) must be a customer of the participating MLP. Rebates are based on the eligible system size of the PV project, which according to size restrictions set by the participating MLP OR maximum dollar amount imposed by the participating MLP. Each MLP has allocated a certain amount of funds for this program. The program will remain open as long as the MLP’s funds are available, OR until December 31, 2025, OR the MLP decides to end the program earlier.

In addition, recipients of a 2023-2025 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 10 years from the Permission to Operate date.

### 1.2 Purpose of Program Description

This document describes the application and payment process for the 2023-2025 Solar Rebate Program. As the program develops over time, the participating MLPs and ENE reserve the right to alter the program. Alterations are not intended to affect project owners who have already received an Award Reservation Letter. ENE will provide a current Program Description at <https://ene.org/mlp-solar-rebate-program/> and notify installers with active portal applications.

## 2 Program Process Workflow

The rebate application and payment process are outlined below. This is a buyer-beware program. Project owners are encouraged to research this program BEFORE selecting an installer.

Prior to contacting an Installer, prospective System Owners should:

1. **Investigate their MLP’s Rebate.** Each participating MLP will offer a rebate between \$.60-\$1.20/watt DC. Residential projects cannot exceed 25 kW DC, but each MLP might have *additional* size restrictions and/or maximum rebate awards. Rebate awards are capped at 50% of a project’s total installation costs. In the case of a system size decreasing in size between the Award Letter and Project Completion, the rebate will be decreased to the new system size, not to exceed 50% of project costs. In the case of a system increasing in size between the issuance of the Award Letter and Project Completion, the rebate amount will equal the amount stated in the Award Letter unless otherwise directed by the MLP. The project owner is allowed to submit an additional application for the difference in system size OR abandon the current application and re-apply for the larger system size.
2. Applicant initiates site review with a solar installer to determine eligibility of proposed system in accordance with the Minimum Technical Requirements outlined in Attachment C. 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. **This is a buyer beware program. Prospective customers should perform their own due diligence regarding 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.** The suggested number of estimates is three. Resources:

- [Home Improvement Contractor Registration Lookup](#)
- [Mass. Master Electrician License Lookup](#)

3. Applicant signs contract with solar installer for services.
4. **Solar Installer submits an Interconnection Application to the Participating MLP for approval.**  
\*\*An approved Interconnection application is a pre-requisite for applying to the 2023-2025 Solar Program. Interconnection applications and approvals are issued by the participating MLP; the 2023-2025 Solar Program Application is administered by Energy New England (the Program Administrator).  
\*\*
5. **Solar Installer completes the 2023-2025 Solar Program Application (“portal application”)** via ENE’s online application portal, including uploading all required documents and submitting e-signatures for the Participant’s Agreement and Application. \*\*The installer can choose to complete this step and the Interconnection Application simultaneously. However, ENE will not begin application validation until the participating MLP approves the Interconnection Application.
6. **Energy New England reviews portal application** and either (1) requests additional information/clarifications or (2) issues approval or denial of project. Project Approvals are issued as an email from the portal and include (1) the rebate reservation amount, (2) Completion Documents and (3) directions for submitting Completion Documents. The installer is responsible for ordering & installing the LocusNOC meter (“the program’s meter”) *in addition* to the MLP’s meter. There are no exceptions. Also Energy sells the LocusNOC meter to-the-trade only at a slight discount for ENE participants. To contact Also Energy’s sales representative, email [solar@ene.org](mailto:solar@ene.org). The MLP will notify the applicant and project owner of any program meter changes during the interconnection approval process.
7. **Installer completes system installation and obtains Permission to Operate/ Approval to Operate (ATO/PTO) from the Participating MLP.** \*\*The ATO/PTO process might include obtaining inspection approvals from various town departments. \*\* Installer submits all required Project Completion forms to the online portal.
8. **ENE validates completion documents** and either (1) requests additional information/clarifications or (2) approves and initiates payment approval process with the MLP. Payment requests are completed monthly.
9. **ENE receives rebate payment from the Participating MLP and issues check to project owner via standard mail.**

**Any installation work done prior to rebate application submittal and approval is done at the Project Owner’s own risk. Except for 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.**

**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. The Participating MLP 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.**

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

**The Primary Installer/Integrator is considered the portal Applicant and must prepare the portal 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 e-signing the application. The Applicant and System Owner may execute this application via electronic signature only, created**

by the online portal application and sent by RightSignature.com, 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 2023-2025 Solar Program Participant's Agreement (See attachment B).

The application must be complete and include all supporting documentation. Values between the portal application and supporting documentation must be consistent. A separate application must be submitted for each proposed project.

All program communication to applicants will be sent electronically via the online rebate portal. **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 Rebate Reservation Letter and Project Completion Form.

### **Program Administrator Validation of Application**

The MLP will notify the Program Administrator when the interconnection application (**project design**) has been approved. After the Participating MLP has issued Interconnection approval, **ENE** will review the portal application & supporting documents for completeness and accuracy.

### **Rebate Reservation Packet Issuance**

Upon application approval, ENE will email the Rebate Reservation Letter to all stakeholders via the online portal. The email will include:

- Rebate Reservation Letter (indicates rebate amount, project completion deadline, directions for submitting completion documents).
- Project Completion Form
- Change Request Form
- LocusNOC Meter Connection Form

### **Installation and Interconnection**

Once the Applicant and System Owner receive a copy of the Rebate Reservation Letter, 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 Energy New England on behalf of the participating MLP. Any installation work done prior to rebate application submittal and approval is done at your own risk.

### **Program Administrator of Project Completion Form on behalf of the PARTICIPATING MLP**

Once the project has been installed and interconnected, the Applicant will work with the System Owner to submit the Project Completion Form, LocusNOC meter form, paid invoice, Change Request Form (if applicable) to the Program Administrator, and back-up documentation, which will review all paperwork for completeness and accuracy before submitting an invoice to the participating MLP to process payment.

### **Payment Process**

All rebate payments will be issued by the Program Administrator. Energy New England will invoice the Participating MLP for the rebate amount after approving the Project Completion documents. The Participating

MLP will pay the rebate amount to the Program Administrator, which will be responsible for ensuring that the full rebate amount is paid to the System Owner. The entire process can take 30-90 days.

### **Questions and Answers**

Questions concerning this Program Description should be emailed to [solar@ene.org](mailto:solar@ene.org). All inquiries should be submitted well in advance of project deadlines and reference the 2023-2025 Solar Rebate Program. System Owners and Primary Installers/Integrators are encouraged to visit the Energy New England's solar website prior to submitting a question.

## **3 Available Funding and Rebate Levels**

### **3.1 Total Funding and Reservations**

Funding for the 2023-2025 Solar Rebate program is determined by each participating MLP, which is to be expended on a "first come, first served" basis. The rate of expenditures is dependent upon market activity. Only complete and accurate applications will be accepted into the process queue. Notification of funding is issued via email and includes the Rebate Reservation letter, directions for the completion phase, and attached completion forms. All forms are also posted on ENE solar page. Funds are reserved for one year from the date of the Rebate Reservation notice, or until ENE receives complete Project Completion documents, whichever occurs earlier.

### **3.2 Rebate Taxability**

An award from the 2023-2025 Solar Rebate Program 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 50% of total installed costs. Each participating MLP sets its own rebate level and has the right to establish its own cap on total rebate amounts.

## **4 Key Definitions**

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

### **4.1 Customer Related Terms**

<b>System Owner</b>	An individual or entity that applies for the 2023-2025 Solar Rebate Program. The System Owner is the owner of the project.
<b>Awarded System Owner</b>	A System Owner that has received a Rebate Reservation Letter 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.
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<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 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 2023-2025 Solar Rebate Program.
<b>Program Administrator</b>	Energy New England is the Program Administrator, designated to act on behalf of the participating MLPs.

## 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 the participating 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>Project Location and Building Type</b>	The project must be located within the service territory of the 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 and maximum project size is set by the participating MLP, which could be specified in the interconnection application process, and on ENE’s solar page. 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.</p> <p><b>Note:</b> Participating MLPs will consider exceptions on a case-by-case basis. Additionally, some MLPs are allowing commercial projects that exceed residential size limits to participate in the program. ENE’s <a href="#">solar page</a> shows which MLP participants allow larger commercial projects.</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 kW DC on a single property regardless of the number of electric meters used.</p> <p>The Participating MLP might elect to establish a dollar cap on the total rebate amount available or impose an additional size limit to individual projects located in its service territory. Prospective Applicants should 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.</p>
<b>Expansions / Add-ons</b>	<p>Project owners should consult their MLP regarding the maximum system size allowed on a property. If the proposed project is within the maximum size and the project owner has not already received a rebate from the 2021-2022 program, the project owner can submit a new application for the additional portion of the system.</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 to generate RPS Class I RECs, projects are required to install a LocusNOC that measures the gross output of the PV Project and meets 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. The LocusNOC meter must be installed IN ADDITION to the MLP’s meter. The LocusNOC meter costs \$750-\$1500, depending on materials and shipping costs. ENE has secured a special price with Also Energy for projects participating in this program. The company sells to-the-trade only. Email solar@ene.org for ordering information. If the utility decides to use a second meter of its own instead of the LocusNOC meter, the utility will notify the Applicant &amp; Project Owner during the interconnection approval process.</p> <p><b>Note:</b> Cost of the MLP’s meter (not the LocusNOC meter) may be assessed to the System Owner. 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 or inaccurate applications will be placed in a portal status indicating that additional information is needed or existing info needs clarification. Once the application is resubmitted, every effort will be made by ENE to immediately update the application and complete processing. However, if there is a high volume of new applications, and/or the resubmitted application contains egregious errors, the application will be placed in the back of the line of the Process Queue.</p> <p>To apply, please include all the following in the portal application:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Proof of Property Ownership (Deed, tax bill, copy of recent mortgage payment)</b></li> <li><input type="checkbox"/> <b>Copy of signed Contractor/Homeowner Agreement (all values stated on the contract must be consistent with the Rebate Application)</b></li> <li><input type="checkbox"/> <b>Shading Analysis (See Section 7 Technical and Installation requirements &amp; (all values stated on the contract must be consistent with the Rebate Application)</b></li> </ul> <p>The portal will generate the following after the portal application is submitted:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>2023-2025 Solar Rebate Application (Referenced in Attachment A) (The portal auto-generates this document if “Digital Application” option is selected.)</b></li> <li><input type="checkbox"/> <b>2023-2025 Solar Rebate Participant’s Agreement (Referenced in Attachment B) (The portal auto-generates this document if “Digital Application” option is selected.)</b></li> </ul>
<p><b>Process Queue</b></p>	<p>Participating MLPs &amp; the Program Administrator will review and process complete and accurate applications on a first come, first served basis according to the timestamp on the rebate portal’s status update. If the portal is unavailable, the timestamp on the received email to <a href="mailto:solar@ene.org">solar@ene.org</a> will serve as the submittal date. 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 reserved on a first come, first served basis for complete applications, subject to any applicable dollar and/or system size caps imposed by the Participating MLP.</p> <p><b>Incomplete, Inaccurate, or Ineligible Applications.</b> Applications that are either incomplete, inaccurate, or reflect ineligible projects will be rejected or sent back to the Applicant for further information or clarification. Submittal of complete documentation for each application and compliance with all program deadlines is the sole responsibility of the Applicant.</p> <p><b>1. Complete Applications.</b> Applicants that submit complete and accurate applications and receive a Rebate Award will be notified by a Program Administrator via the online portal.</p>
<p><b>Rebate process and timeline</b></p>	<p>Following the receipt of a Rebate Reservation Letter, the following must be provided in order to initiate the rebate payment:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Signed Project Completion Form</b></li> <li><input type="checkbox"/> <b>Change Request Form (if applicable)</b></li> <li><input type="checkbox"/> <b>Copy of the Permission to Operate/Approval to Operate issued by the MLP</b></li> </ul>

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Invoice(s) showing a total of at least 100% of the Rebate Reservation amount has been paid. If the project owner secured a loan for installation, the executed loan document should be provided in place of an invoice.</li> <li><input type="checkbox"/> LocusNOC Connection form</li> <li><input type="checkbox"/> Picture of the LocusNOC meter's front, showing a legible meter ID.</li> </ul> <p>Energy New England and the Participating MLP will strive to complete the issuance of a final rebate within 90 days of the Energy New England submitting the rebate invoice to the Participating MLP.</p>
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## 7 Technical and Installation Requirements

### 7.1 Minimum Technical and Installation Requirements

<b>Minimum Technical Requirements</b>	<p>Consult the document: 2023-2025 Solar Rebate Program Technical Requirements. A shading analysis from an approved shade report is required at the time of application to ensure the system will meet the minimum output requirement outlined in the 2023-2025 Solar Rebate Program Technical Requirements.</p> <p>The following assessment tools have been approved by Energy New England and our Municipal Light Plants for developing shade reports for their solar incentive programs:</p> <p><a href="#">Aurora Solar Inc.</a> <a href="#">Helioscope</a> <a href="#">IESVE Software</a> <a href="#">OpenSolar</a> <a href="#">Scanify</a> <a href="#">Solar Pathfinder</a> <a href="#">Solargraf</a> <a href="#">Solmetric Suneve</a> <a href="#">Sunrun Lightmile</a></p> <p><b>Please contact Energy New England at <a href="mailto:solar@ene.org">solar@ene.org</a> prior to submitting a shading analysis that is not listed above. Submitting an unaccepted shade report will result in a 90-day processing delay while the participating MLP and ENE investigate the shade report's validity.</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 the Project Owner's risk.</b></p> <p>All projects must be completed within one year of the Rebate Reservation Letter date. Rebates 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 Participating MLP.</p> <p>The Participating MLP maintains sole discretion on the determination of which projects qualify for such extensions. It is the general policy of Participating MLPs to <i>not</i> 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 Participating MLP 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 Participating MLP 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 Participating MLP 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**

The Participating MLP 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 2023-2025 Solar Rebate Program at any time prior to awards.

### **8.3 Disclaimer**

The 2023-2025 Solar Rebate Program Description does not commit a Participating MLP to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. The Participating MLP reserves the right to accept or reject any or all applications received, negotiate with all qualified System Owners, cancel or modify the Program Description 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 Description**

This Program Description has been distributed electronically using Energy New England's and/or Participating MLP's website. It is the responsibility of System Owners and Primary Installers/Integrators to check the Program Administrator's website for any addenda or modifications to the Program Description to which they intend to respond. Participating MLP, and its subdivisions accept no liability and will provide no accommodation to System Owners and Primary Installers/Integrators who apply based on an out-of-date Program Description and/or related document.

### **8.5 Inspection**

The Participating MLP reserves the right to inspect project sites and/or request additional technical information prior to approving or denying applications. The participating MLP reserves the right to reject any applications that involve Primary Installers/Integrators that have violated the Minimum Technical Requirements

## For Reference Only: Participant's Agreement

### [MLP NAME] 2023-2025 Solar Rebate Program Participant's Agreement

The following Participant's Agreement (the "Agreement") is made between the [MLP name] ([MLP acronym]) and the customer participant. Each Party acknowledges and agrees that they have read and understand all the terms and conditions of this Agreement, the 2023-2025 Solar Rebate Program Description (the "Solar Program Description"), and the 2023-2025 Solar Rebate Program Technical Requirements (Attachment C) and specifically agrees to be bound by their contents upon the execution and submission of the 2023-2025 Solar Rebate Program Application (the "Application"). This Agreement shall become effective as of the date indicated on an Award Letter from Energy New England, (the "Program Administrator").

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

**Whereas**, [MLP Acronym] is offering financial assistance in the form of rebates under the Solar Program Description 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 the Program Administrator, and the Program Administrator has validated the Application on behalf of [MLP acronym]; and

**Whereas**, as a condition of their participation in the 2023-2025 MLP Solar Rebate Program (the "Program"), the Applicant, System Owner, [MLP Acronym], 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 Description and that they have read and will comply with all terms and conditions set forth herein and in the Program Description.
2. Installation Contract. System Owner has entered 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 meets all requirements set forth in the Program Description 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 Description 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*. [MLP Name] 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 Description or other document incorporated by reference.

Furthermore, where there are proposed changes to the scope of a PV Project, [MLP Acronym] will not provide an adjusted rebate that is more than the originally approved rebate. Notwithstanding the foregoing, [MLP Acronym] 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 [MLP Acronym] receives information concerning a Location Change and confirms that a Location Change has occurred, [MLP Acronym] 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 [MLP Acronym]. 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 Description. 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 [MLP Acronym]'s sole discretion, in forfeiture of all or a portion of the Rebate. [MLP Name] 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. The Program Administrator shall invoice [MLP Acronym] for the rebate amount and [MLP Acronym] shall pay the Rebate to the Program Administrator within ninety (90) days after the receipt of the completion documents. The Program Administrator will invoice [MLP Acronym] for the rebate amount after validating 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 [MLP Acronym] to distribute a rebate to a System Owner in accordance with its contractual obligations with [MLP Acronym].
  5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the [MLP Acronym] and each of their respective agents, officers, directors and employees (together with the [MLP Acronym], 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. The System Owner acknowledges that it is solely responsible for directing and controlling all PV Project decisions, including, but not limited to: 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;

- i. Preparing all plans, drawings, and specifications;
    - ii. Procuring equipment and obtaining appropriate warranties from the equipment vendor(s) and/or Primary Installer(s);
    - iii. 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;
    - iv. Construction means, methods, techniques, sequences, and procedures;
    - v. Supervising and directing work performed to complete the PV Project;
    - vi. Safe operations and maintenance of the PV Project, including any required replacement of parts; and
    - vii. 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 [MLP Acronym], or its agents, to enter onto the site of the PV Project to inspect the installed PV Project during its useful life.
  - d. System Owner agrees to participate, upon [MLP Acronym]'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 [MLP Acronym] or the public to disseminate knowledge gained as a result of the program.
7. Disclaimer: [MLP Name] has not investigated, and [MLP Acronym] 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 [MLP Acronym] 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: [MLP NAME] recommends that every Installer purchase and maintain adequate insurance coverage until completion of the PV Project. [MLP NAME] 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 [MLP Acronym], 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: [MLP NAME] 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 [MLP Acronym], who shall settle the RPS Class I RECs in the New England Power Pool Generation Information System ("NEPOOL GIS") on an annual basis for a period of ten (10) years. 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 Applicant is responsible for purchasing and installing the LocusNoc meter on behalf of the Project Owner from Also Energy, who keeps the specified meter in stock and at a small discount for program participants. The MLP will notify the Project Owner and Applicant of any substitutes to the LocusNOC meter during the interconnection approval process (design approval). In addition, the Applicant is responsible for installing [MLP's ACRONYMN]'s meter in accordance with all its rules and regulations for operation.
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 Description, including but not limited to Minimum Energy Efficiency Requirements and Minimum Technical Requirements.

Applicant/Contractor

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Program Administrator on behalf [MLP Acronym]

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

System Owner

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

The 2023-2025 Solar Rebate Program Description accompanies this document. All applicants and project owners are assumed to have read the Program Description upon application submission.

**Technical Requirements**

**2023-2025 Solar Rebate Program Technical Requirements**

All 2023-2025 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. The Participating MLP reserves the right to withhold payment to any project that does not satisfy the Minimum Technical Requirements.

<b>Minimum Design and Estimated Production Requirements</b>
The PV project must be designed to meet the following specifications: <ul style="list-style-type: none"><li>• Have an azimuth between 90 and 270 degrees. <i>Exception: Reading Municipal Light Department allows 80-280 degrees.</i></li><li>• Submit a shade report demonstrating that the total annual access is at least 80% (or a system loss of no more than 20%). The analysis must include the azimuth, system tilt and shading for each plane that will host PV panels. <i>Exception: Reading Municipal Light Department allows 30% system loss (70% total annual access).</i> Accepted shade reports are described in the Program Description, Section 7.1. (Solmetric SunEye, Solar Pathfinder, Wiley ASSET software, Aurora software with LIDAR data available, Bright Harvest, Scanify, or other shading analyses specifically approved by the Participating MLP)</li></ul>
<b>Installation Requirements</b>
<ul style="list-style-type: none"><li>• The PV project electrical work must be performed by a Massachusetts licensed Master Electrician.</li><li>• The PV project must be installed according to the manufacturer's instructions and in compliance with all applicable codes and standards including:</li><li>• Local, state, and/or federal building and electrical laws, codes, and practices.</li><li>• All pertinent permits and inspections must be obtained, and copies kept on file as may be required by local codes and/or state law.</li><li>• Installer must purchase and install the LocusNOC meter from Also Energy on all residential projects <i>in addition</i> to the Participating MLP's meter. Also Energy sells to-the-trade only and stocks it at a slight discount for the ENE program. There are no exceptions to installing the LocusNOC meter. Commercial projects must contact Also Energy to purchase the appropriate meter according to project size. To contact Also Energy's sales representative, Installers should email <a href="mailto:solar@ene.org">solar@ene.org</a>. <u>An MLP might replace the LocusNOC meter with an equivalent for new projects and will notify applicants and project owners during the interconnection approval process. Any substitutions will not affect existing program participants.</u></li></ul>
<b>Additional Solar PV Equipment Requirements</b>



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.