

# SELCO Solar Rebate Program



## Program Manual

### NOTICES:

- **Rebate Applications MUST be SUBMITTED to SELCO prior to receiving the permission to operate. 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 **SELCO Solar Rebate Program Overview**

The SELCO Solar Rebate Program provides rebates through an application process for the installation of photo-voltaic (“PV”) projects **by professional, licensed contractors** at residential, commercial, industrial, institutional and public facilities in SELCO service territory. The rebates are based on the size of the PV project.

In addition, recipients of a SELCO 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 SELCO 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. As the program develops over time, this Program Manual will be updated to reflect the current program status and procedures.

### 1.3 **Program Purpose**

This Solar Rebate program is one of many efforts SELCO is taking to support a cleaner energy future. SELCO recognizes it's important role in supporting the community's desired transition to local renewable energy resources to increase energy independence and mitigate climate change. This program is primarily intended to serve residential customers, but some commercial customers may be eligible to participate.

## 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
- Submission of Application to SELCO
- SELCO Review and Approval of Application
- SELCO Rebate Award Letter Issuance
- Installation and Interconnection
- Project Completion
- Payment Process

**Projects that participate in any other solar rebate programs, such as the DOER's MLP Solar Rebate Program are ineligible for participation in SELCO's Solar Rebate Program.**

**In addition, by signing the Terms and Conditions for Simplified Process Interconnections, Interconnecting Customers 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 rebate amount may not exceed 50% of total project costs. SELCO reserves the right to deny rebate applications or payments for projects installed without pre-approval or projects where the Interconnecting Customer cannot demonstrate sufficient incurred costs.**

### **First Steps for Applicants**

Prior to contacting an Installer, prospective System Owners should:

1. **Determine Compatibility with the Site.** Prior to contacting a Primary Installer/Integrator, prospective Interconnecting Customers 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.
2. **Estimate Rebate.** The SELCO Solar Rebate will cover only part of a project's costs equal to \$0.10/watt up to 10 kW DC and is capped at 25% of a project's total installation costs.
3. **Select a Primary Installer/Integrator.** Prospective System Owners are responsible for selecting a Primary Installer/Integrator. Installers and integrators can help prospective Interconnecting Customers 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 SELCO Solar Rebate Program requirements.

### **Preparation and Submission of Application**

The Primary Installer/Integrator must submit a SELCO Solar Interconnection Application & Work Request on behalf of the Interconnecting Customer through SELCO's online portal found at <https://shrewsburyma.viewpointcloud.com/categories/1083>.

The Interconnecting Customer 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 Interconnecting Customer 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 SELCO Solar Program Participant's Agreement (See attachment A).

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 Interconnecting Customer into the rebate application.** If the Interconnecting Customer does not have an email address, it is the sole responsibility of the Applicant to ensure the Interconnecting Customer receives all application-related communications.

### **Rebate Award Issuance**

Once the rebate award has been approved, SELCO will provide the following document via an automatic email:

- Rebate Award letter (indicates rebate amount, the project completion deadline, etc.)

### **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 B). Any installation work done prior to rebate application submittal and approval is done at your own risk.

### **Certificate of Completion**

Once the project has been installed and interconnected, the Certificate of Completion will be produced automatically and SELCO can begin to process payment.

### **Payment Process**

Once the application process is closed, SELCO will disburse a check via mail to the System Owner for the rebate amount.

### **Questions and Answers**

Questions concerning this Program Manual should be emailed to Patrick Collins at [pcollins@shrewsburyma.gov](mailto:pcollins@shrewsburyma.gov). All inquiries should be submitted well in advance of project deadlines and reference the SELCO Solar Rebate Program Manual. System Owners and Primary Installers/Integrators are encouraged to visit the website prior to submitting a question. <https://www.selco.shrewsburyma.gov/solar>

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

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

Funding for the SELCO Solar Rebate program is 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**

Solar Rebates may be considered taxable income to the System Owners of commercial PV projects, by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. System Owners of commercial projects are strongly encouraged to consult with a tax professional to determine the federal and/or state tax implications of receipt of the Rebate. **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 \$0.10/watt and a maximum of 25% of total installed costs, covering up to 10kW DC of system capacity (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 SELCO for a Solar Rebate. The System Owner is the owner of the project that is supported by the SELCO Solar Program Rebate. Synonymous with "Interconnecting Customer" and "Customer Generator".
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## 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.

## 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. 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. The System Owner must own the panels and all power produced; leasing arrangements and/or third party power purchase agreements are not allowed.</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 SELCO. The building or facility utilizing the power generated by the project must be grid-connected.
<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. The cap on the total rebate amount available to individual projects is \$1,000, covering up to 10 kW DC. Examples below:</p> <ul style="list-style-type: none"> <li>• 7.6 kW DC system: <math>\\$0.10 * 7,600 \text{ w} = \\$760</math> rebate</li> <li>• 10 kW DC system: <math>\\$0.10 * 10,000 \text{ w} = \\$1,000</math> rebate</li> <li>• 15.2 kW DC system: <math>\\$0.10 * 10,000 \text{ w} = \\$1,000</math> rebate (10kW / \$1,000 cap effect)</li> </ul>
<b>Expansions / Add-ons</b>	No more than 10 kW DC 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 will count towards the 10 kW DC rebate limit, but systems may be larger than 10kW DC, if deemed allowable by SELCO's application review process.

<b>Behind the Meter Requirement</b>	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.
<b>Metering</b>	<p>For the purposes of tracking and verifying production totals for to generate RPS Class I RECs, SELCO 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.</p>
<b>Solar Carve-out and Solar Carve-out II Eligible Facilities</b>	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.

**6 Application Process**

**6.1 Application Detail**

<b>Complete Applications</b>	<p>SELCO Solar Interconnection Application &amp; Work Request 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 not be placed in 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>• <b>System Owner signed Terms and Conditions for Simplified Process Interconnection (provided automatically upon Application submission)</b></li> <li>• <b>Signed SELCO Solar Rebate Participant’s Agreement (Attachment A)</b></li> <li>• <b>Proof of Property Ownership (Deed, tax bill)</b></li> <li>• <b>Copy of signed Contractor/Homeowner Agreement</b></li> <li>• <b>Shading Analysis (See Section 7 Technical and Installation requirements)</b></li> <li>• <b>One-line diagram, depicting all related equipment and Technical Requirements</b></li> </ul>
<b>Process Queue</b>	<p>SELCO 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> <p><b>% Incomplete, Inaccurate, or Ineligible Applications.</b> Applications that are either incomplete, inaccurate, or reflect ineligible projects may be rejected. Within 10 weeks of receipt of an incomplete, ineligible, or inaccurate application, SELCO staff will notify the System Owner and Installer. Submittal of complete documentation for each application and compliance with all program deadlines is the sole responsibility of the Applicant.</p> <p><b>&amp; Complete Applications.</b> Applicants that submit complete and accurate applications and receive a Rebate Award will be notified by a Program Administrator.</p>
<p><b>Rebate dUna Ybh timeline</b></p>	<p>SELCO will complete to complete the issuance of a final rebate within 90 days of application completion.</p>

**6.2 Attachments**

<p><b>Attachment A</b></p>	<p>SELCO Solar Rebate Program Participant’s Agreement</p>
<p><b>Attachment B</b></p>	<p>Minimum Technical Requirements</p>

**7 Technical and Installation Requirements**

**7.1 Minimum Technical and Installation Requirements**

<p><b>Minimum Technical Requirements</b></p>	<p>All installations must comply with the Minimum Technical Requirements in Attachment B.</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 B - SELCO Solar Rebate Program Technical Requirements. Solmetric SunEye, Solar Pathfinder, Wiley ASSET software, IMGING, Aurora software with LIDAR data available, Bright Harvest, Scanify, or other SELCO approved shading analyses will be accepted. For examples of what SELCO requires, please see: <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>Eligible and Related Equipment</b></p>	<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 B).</p>

<p><b>Project Timeframe</b></p>	<p><b>Any installation work done prior to rebate approval is done at your own risk. 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. 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 SELCO.</p> <p>SELCO maintains sole discretion on the determination of which projects qualify for such extensions.</p>
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## **8 General SELCO Solar Rebate Program Conditions**

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

As a public entity, SELCO 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 SELCO 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 SELCO 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**

SELCO 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 the Solar Rebate Program at any time prior to awards.

### **8.3 Disclaimer**

The SELCO Solar Rebate Program Manual does not commit SELCO to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. SELCO 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 and on-line. It is the responsibility of System Owners and Primary Installers/Integrators to check SELCO's website for any addenda or modifications to the Program Manual to which they intend to respond. SELCO 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**

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

## Attachment A

### SELCO Solar Rebate Program Participant's Agreement

The following Participant's Agreement (the "Agreement") is issued by Shrewsbury Electric and Cable Operations ("SELCO"). 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 SELCO Solar Rebate Program Manual, the Terms and Conditions for Simplified Process Interconnection and the SELCO Solar Rebate Program Technical Requirements (Attachment C) and specifically agrees to be bound by their contents upon the execution and submission of the SELCO Solar Interconnection Application & Work Request. This Agreement shall become effective as of the date indicated on an Award Letter from SELCO.

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

**Whereas**, SELCO is offering financial assistance in the form of rebates under the SELCO Solar Rebate Program Manual (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 SELCO for its review and approval; and

**Whereas**, as a condition of their participation in the SELCO Solar Rebate Program (the "Program"), the Applicant, System Owner, and SELCO ("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 and associated documents.
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*. SELCO 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, SELCO may not provide an adjusted rebate that is more than the originally approved rebate. Notwithstanding the foregoing, SELCO 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 SELCO receives information concerning a Location Change and confirms that a Location Change has occurred, SELCO shall rescind Rebates that have not yet been paid 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 SELCO. 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 SELCO's sole discretion, in forfeiture of all or a portion of the Rebate. SELCO 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. SELCO shall pay the Rebate to the System Owner within sixty (60) days Project Completion 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 System Owner shall be paid a rebate in an amount no greater than what was contained in the Rebate Award.
5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless SELCO and each of their respective agents, officers, directors and employees (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 SELCO 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 SELCO, 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 SELCO'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 SELCO or the public to disseminate knowledge gained as a result of the program.

7. Disclaimer: SELCO has not investigated, and SELCO 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 SELCO 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: SELCO recommends that every Installer purchase and maintain adequate insurance coverage until completion of the PV Project. SELCO 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 SELCO, 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: SELCO 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 SELCO, 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 SELCO.
10. Metering: SELCO will be responsible for installing metering equipment that meets the specifications outlined in the SELCO 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 SELCO Solar Interconnection Application & Work Request, including any additional information submitted by the Applicant Parties as requested by SELCO.

Applicant

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

System Owner

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

## Attachment B

### SELCO Solar Rebate Program Technical Requirements

All SELCO 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. SELCO reserves the right to withhold payment to any project that does not satisfy the Minimum Technical Requirements.

<p><b>Minimum Design and Estimated Production Requirements</b></p> <p>The PV project must be designed to meet the following specifications:</p> <ul style="list-style-type: none"> <li>• Have an azimuth between 90 and 270 degrees</li> <li>• 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.</li> </ul>
<p><b>Installation Requirements</b></p> <p>The PV project electrical work must be performed by a Massachusetts licensed electrician.</p> <p>The PV project must be installed according to the manufacturer's instructions and in compliance with all applicable codes and standards including:</p> <ul style="list-style-type: none"> <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> </ul>
<p><b>Additional Solar PV Equipment Requirements</b></p> <p>The equipment and components that comprise the PV project must have the following characteristics:</p> <ul style="list-style-type: none"> <li>• All electrical equipment funded in part or in whole under this program must be new.</li> <li>• 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).             <ul style="list-style-type: none"> <li>○ All photovoltaic modules must be certified by a nationally recognized testing laboratory as meeting the requirements of the UL Standard 1703.</li> <li>○ Inverters must be certified as meeting the requirements of IEEE 1547, IEEE Standard 929-2000 and UL Standard 1741 SA.</li> </ul> </li> <li>• Exceptions:             <ul style="list-style-type: none"> <li>○ Reconditioned meters recertified to meet accuracy standards.</li> <li>○ UL is not required, but is recommended, for PV projects operating at less than 30 volts.</li> </ul> </li> </ul>