

Commonwealth Solar II

Photovoltaic

Rebate Program

Program Manual

Solicitation No. 2014 CSII-Version 18.0

NOTICES:

- Rebates **MUST** be APPROVED prior to authorization to interconnect by the utility for a solar project (any installation work done prior to rebate approval is done at your own risk).
- Solar photovoltaic installations require a licensed electrician.
- Commonwealth Solar II (except as defined in section 5.2) rebates are not available for “do-it-yourself” projects. This program is only available for installations completed by professional, licensed contractors.
- 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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Attachments to this Program Manual are available as separate documents. Refer to Section 6.2 of this Program Manual for a complete list of Attachments.

1 Introduction

1.1 Commonwealth Solar II Rebate Program Overview

The Commonwealth Solar II 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. The Host Customer (and project site) must be a customer of a Massachusetts electric distribution utility that collects the Renewable Energy Systems Benefit Charge from its customers and deposits those funds into the Massachusetts Clean Energy Center’s (“MassCEC”) Renewable Energy Trust Fund. The rebates are based on the size and other characteristics of the PV project.

MassCEC’s Renewable Energy Trust Fund has reserved funds from existing ratepayer funds to support the Commonwealth Solar II Rebate Program, which will provide rebate funding in a block structure for residential, commercial, and public projects up to 15 kW (15,000 watts DC @ STC) in nameplate capacity. This Program Manual refers to the eighteenth block of such funds, consisting of \$1.5 million, which will last until the funds are reserved or until the end of the second quarter in 2014, whichever is sooner.

In addition, recipients of the Commonwealth Solar II rebate may be eligible to earn Solar Renewable Energy Certificates (“SRECs”) through participation in the RPS Solar Carve-Out. To sustain the long-term growth of the solar market in Massachusetts, and as provided for in the Green Communities Act (Section 32 of Chapter 169 of the Acts of 2008), the Massachusetts Department of Energy Resources (“DOER”) has developed a solar photovoltaic electricity carve-out as part of the Massachusetts Renewable Portfolio Standard (“RPS”).

Renewable Energy Certificates (“RECs”) created from solar facilities will be designated as SRECs. For each megawatt hour (1,000 kWh) that a system generates, one SREC will be created. Solar system owners, including those who receive rebates from the Commonwealth Solar II program, can sell their SRECs, and electric load serving entities will use the SRECs to meet their RPS Solar Carve-Out obligations. Please note that enrollment into the Commonwealth Solar II rebate program does not guarantee applicants’ eligibility for the program. The system owner must submit a Statement of Qualification to the Department of Energy Resources during the enrollment period of the RPS Solar Carve-Out in order to be eligible to participate. Additional details on SRECs and the RPS Solar Carve-Out are found on the DOER website at: <http://www.mass.gov/eea/energy-utilities-clean-tech/renewable-energy/solar/rps-solar-carve-out/>. Please note that DOER is currently working on the development of the RPS Solar Carve-Out II Program. Additional information on that process can also be found at DOER’s website.

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 offerings. Please note that there are sections of this manual which apply exclusively to residential projects and others that apply exclusively to commercial projects.

1.3 Who We Are

The Massachusetts Clean Energy Center

With the enactment of Chapter 158 of the Acts of 2009 of the Commonwealth of Massachusetts, responsibility for administration of the Renewable Energy Trust Fund transferred from the Massachusetts Technology Collaborative to the Massachusetts Clean Energy Center (“MassCEC”). The Green Jobs Act of 2008 created MassCEC to accelerate job growth and economic development in the state’s clean energy industry. This new, quasi-public agency serves as a clearinghouse and support center for the clean energy sector by making direct investments in new and existing companies and providing assistance to enable companies to access capital and other vital resources for growth. Further,

promoting training programs helps to build a strong clean energy workforce that capitalizes on the job opportunities created by a vital new industry. MassCEC is responsible for supporting renewable energy projects throughout the Commonwealth.

2 Program Process Overview

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

- First Steps
- Prepare and Submit Application
- MassCEC Review and Approval of Application
- Receive Award Packet
- Submit completed W-9 Form
- Installation and Interconnection
- Submit Project Completion Form
- Payment Process
- Production Reporting
- Public Education and Program Evaluation Support

This section provides a description of each steps listed above. For more information please review the Program Manual in detail or visit www.masscec.com/commsolar.

Please note that the application must be approved, in writing, by MassCEC prior to authorization to interconnect by the utility for a solar project (any installation work done prior to rebate 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. MassCEC 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

Prior to contacting an Installer, prospective System Owners should:

1. **Determine Eligibility.** Commonwealth Solar II rebates are only available to Massachusetts electricity customers who pay into MassCEC's Renewable Energy Trust Fund. This includes all customers served by Massachusetts investor-owned electric utilities, and customers of Municipal Lighting Plants that opt-in to MassCEC's Renewable Energy Trust Fund. See section 5.1 for more information.
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. For more information to better understand the characteristics of good sites for a project, please visit www.MassCEC.com/aboutsolar.
3. **Estimate Rebate.** The Commonwealth Solar II rebate will cover only part of a project's costs. Prospective System Owners can use the rebate calculator available on the program website to develop a preliminary estimate of the rebate.
4. **Select a Primary Installer/Integrator.** Prospective System Owners are responsible for selecting a Primary Installer/Integrator. In the case of public entities, this requires a public

bidding process as required by Massachusetts procurement laws. Installers and integrators can help prospective System Owners with a more detailed site and financial assessment. In addition, they will be responsible for providing rebate customers with a turnkey service and contract. 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 Commonwealth Solar II Rebate Program requirements. To find lists of potential Installers that are maintained by independent parties, please visit our website at [Finding an Installer](#).

- 5. Public Procurement Compliance.** Massachusetts state law requires public entities to abide by the public procurement processes. See section 7.2 for more information.

Prepare and Submit Application

The Primary Installer/Integrator will prepare the rebate application on behalf of the System Owner. The System Owner will need to assist the Primary Installer/Integrator by providing support materials, such as an electric bill, and reviewing and approving the application package by signing the application. The undersigned 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 Commonwealth Solar II Participant's Agreement.

The application must be completely filled out and include all supporting documentation. A separate application must be submitted for each proposed project. See section 6.1 for more information on how to successfully submit an application.

It is the sole responsibility of the Primary Installer/Integrator and System Owner to ensure that the application is complete and is properly submitted. Copies of all application materials and support documents must be kept on file by the Primary Installer/Integrator, but only certain documents should be submitted to MassCEC at the time of application or upon request. In addition, the Primary Installer/Integrator **must** list contact information for any secondary installer involved in the project, such as an electrical or installation subcontractor, as part of the rebate application.

The Commonwealth Solar Team sends all program communication electronically. **It is the responsibility of the Primary Installer/Integrator to enter an accurate email address for the Host Customer and System Owner into the rebate application.** If the Host Customer or System Owner does not have an email address, it is the sole responsibility of the Primary Installer/Integrator to ensure the Host Customer and/or the System Owner receive all application-related communications, including but not limited to the Notice of Award and Project Completion Form.

The Host Customer may choose to have their rebate payment paid directly to the Primary Installer/Integrator or Third-Party Owner (if applicable). This must be designated during the rebate application process.

MassCEC Review and Approval of Application

Once MassCEC receives a signed application with required back-up documentation, Commonwealth Solar staff will review each application for signatures, completeness and accuracy. Refer to section 6.1 for more information.

Receive Award Packet

Once the award has been approved, MassCEC sends each Awarded System Owner an email award packet which includes:

- Rebate Award letter (indicates rebate amount, the project completion deadline, etc.)
- Project Completion Form
- Change Request Form
- Information on the Production Tracking System (more info below).
- Directions on how to submit a completed W-9 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.

Submit Completed W-9 Form

As mentioned above, there will be directions included in the award packet outlining the process by which the Awarded System Owner must submit the completed W-9 Form. See section 3.4 for more information.

MassCEC requests that System Owners complete and return the W-9 to finance@masscec.com, as a PDF document, shortly after receipt of the Rebate Award Letter. Systems Owners are also welcome to mail in their W-9 to the below mailing address if preferred. Delays in providing this document may slow the rebate payment process at project completion. Please review the W-9 instructions form at www.masscec.com/commsolar and select 'Block 18 documents.'

**Massachusetts Clean Energy Center
c/o Courtney Ferraro
63 Franklin Street. 3rd floor
Boston, MA. 02110**

Installation and Interconnection

Once the Host Customer, Primary Installer/Integrator, and System Owner (if different from the Host Customer) received 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).

Submit Project Completion Form

Once the project has been installed and interconnected, the Primary Installer/Integrator will work with the System Owner to submit the Project Completion Form, Change Request Form (if applicable), and back-up documentation so that the Payee (designated in the application) can receive the rebate payment. Review section 6.1 for more information.

Payment Process

Upon receipt of a complete Project Completion Form and back-up documentation, and upon satisfactory completion of MassCEC's post-installation inspections (if required), the rebate payment will be paid directly to the Payee. See section 6.1 for more information.

System Energy Production Reporting Requirements

System Owners (or their designated PTS Representative) are encouraged, but not required, to report the project's electrical output every month to MassCEC's Production Tracking System ("PTS") located at www.masscec-pts.com. Refer to section 7.1 for more information.

Please note, if the System Owner is planning on participating in the RPS Solar Carve-Out market to sell SRECs, monthly production reporting to the PTS will be required. In addition, if the solar project is greater than 10kW (DC @ STC) and the System Owner would like to sell SRECs, a data acquisition system will be required to report monthly production. Refer to section 7.1 for more information.

Public Education and Program Evaluation Support

System Owners and their Primary Installers/Integrators are required to provide good-faith cooperation with the MassCEC's public education and evaluation activities, including, but not limited to, providing photos of projects, supporting development of case study materials for public dissemination, and cooperating with MassCEC or its consultants to schedule and complete site audits.

Questions and Answers

Questions concerning this Program Manual should be emailed to cs@masscec.com. All inquiries should be submitted well in advance of project deadlines and reference the Commonwealth Solar II Rebate Program Manual. A list of frequently asked questions is available on the Commonwealth Solar II website: www.MassCEC.com/commsolar. System Owners and Primary Installers/Integrators are encouraged to visit the website prior to submitting a question. Only answers posted on the website should be treated as MassCEC's official response to any question.

3 Available Funding and Rebate Levels

3.1 Total Funding and Reservations

The eighteenth block of the Commonwealth Solar II Rebate Program is **\$1.5 million**, which is to be expended on a "first come, first served" basis. The rate of expenditures within a block is dependent upon market activity, but Block 18 will last no longer than three months. Only complete applications will be accepted into the process queue. For specific details, see section 6.1.

3.2 Rebate Level Adjustment Strategy

MassCEC may make program adjustments at any time to: 1) either slow or accelerate spending, and 2) to address changes in the market and related policies. Program adjustments will be made to provide, in so much as it is possible, a predictable and steady incentive without interruption for the market throughout the block term. MassCEC reserves the right to make adjustments to the rebate levels or program rules affecting rebates at any time, including before the completion of a block of funding.

3.3 Rebate Calculator

To assist in determining a potential rebate for a project, MassCEC recommends using the rebate calculator that is available on our website. There is also a rebate worksheet embedded within the application form (Attachment A). The rebate calculator only illustrates rebate incentive values and does not take into consideration the potential value of additional incentives such as SRECs, tax incentives, and net metering.

3.4 Rebate Taxability

Commonwealth Solar II rebates may be considered taxable income to the parties in this agreement by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. For purposes of the Commonwealth Solar II program, the incentive award is considered a grant for tax purposes. Please note that MassCEC refers to it as a “rebate” in all documentation associated with the program. **All parties 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.

MassCEC will send out a Form 1099 to each System Owner that is awarded a rebate through the Commonwealth Solar II Rebate Program. As a result, MassCEC will need to receive a completed W-9 Form from each awarded System Owner, prior to remittance of the rebate payment. A template W-9 Form and corresponding instructions will be included in the award packet for the System Owner to complete and return to MassCEC’s finance department.

Note: In instances where more than one System Owner is listed in the application (e.g. a husband and wife), the Systems Owners will need to make a determination about which individual should be considered the System Owner for taxability purposes and submit a W-9 Form. The selected individual also **must sign all** main project-related documents, which includes the Application, Participant’s Agreement, and Project Completion Form in order for MassCEC to remit the rebate payment.

Note: In instances of Third Party Ownership projects, if ownership of a PV project is transferred to a different legal entity at any point after signing the Application, the original System Owner, as designated at the time of Application, will be required to submit a W-9 and will receive a Form(s) 1099 from MassCEC for the tax year in which the rebate payment is made.

The following section is exclusively for residential projects. If your project is commercial, proceed directly to Section 3.6.

3.5 Residential Rebates – For Residential Projects Only

Rebates for residential customers are capped at the lesser of:

- 100% of total installed costs, or
- A rebate based on a maximum size of 5 kW per residential property, for systems up to 15 kW, or
- A maximum rebate amount of \$4,250 per residential property (note: this value does not include the Natural Disaster Relief adder, if applicable).

The current Residential rebate levels are:

<p style="text-align: center;">Residential Rebates (\$ per watt (DC @ STC))</p> <p style="text-align: center;">All Residential Projects</p>

Base Incentive	\$0.40
PLUS: Additions to Base	
Massachusetts Company Components Adder	\$0.05
Moderate Home Value Adder OR Moderate Income Adder ≤ 120% of MA median income	\$0.40
Natural Disaster Relief Adder	\$1.00

Residential Rebate Adder Requirements:

Massachusetts Company Components Adder

To qualify for this adder, the System Owner must provide evidence that the modules, the inverter(s), and any other significant component which is important to the electricity production of the project are manufactured by a company with a significant Massachusetts presence, as determined at the sole discretion of MassCEC. Current companies and products on this list are:

- Evergreen Solar: modules¹
- Schott Solar: modules²
- Satcon: inverters
- Solectria Renewables: inverters
- Beacon Power: inverters
- Panel Claw: mounting systems³
- GreenRay panel/integrated micro inverter⁴

¹Only Evergreen Solar modules that were purchased on or before March 31, 2011 are eligible for the Massachusetts Company Components Adder. In order to verify this, Primary Installers/Integrators will need to submit purchase order documentation demonstrating the purchase date of the modules at project completion.

² Only the Schott Solar ASE 300 series modules manufactured in Billerica, MA are eligible for the MA Adder.

³ If you are using Panel Claw mounting equipment, please make a note in the rebate application and check the "MA Company Components" checkbox in PowerClerk.

⁴ If you are using GreenRay equipment, please note that this equipment will not appear on the inverter and module drop down lists in PowerClerk. To indicate that you are using this equipment, please select the "Using Greenray Equipment" checkbox in PowerClerk and complete the equipment section as follows:

Modules: Please select Sanyo Electric 205W, 210W, or 215W panels, as appropriate, and enter the accurate quantity. This will determine the DC capacity of the system and the amount of the expected rebate. You will need to confirm at project completion that GreenRay panels were used.

Inverter: Please select an appropriately sized inverter (we understand that this is a PV module and integrated microinverter).

In order to be eligible for the MA Company Components adder for this equipment, you will need to select both the "Using GreenRay Equipment" checkbox and the "MA Company Components" checkbox in PowerClerk.

Note: Non-Expedited Installers using GreenRay equipment should fill out the equipment section using GreenRay modules (the Commonwealth Solar Team will enter it into PowerClerk using the directions above).

Moderate Home Value Adder

System Owners can qualify for either the Moderate Home Value Adder **or** the Moderate Income Adder. To qualify for the Moderate Home Value Adder, the System Owner must be the owner and resident of the home, and the 2013 or 2014 assessed home value (land and building(s)) of the owner's primary residence (whichever is the most recent), as determined by the municipality, must be less than or equal to the following for the appropriate county of residence:

County	Moderate Home Value
Berkshire, Franklin, Hampden, and Hampshire	≤ \$300,000
Bristol, Suffolk, and Worcester	≤ \$350,000
Barnstable, Duke, Essex, Middlesex, Nantucket, Norfolk, and Plymouth	≤ \$400,000

This adder is a one-time award per System Owner, is limited to a project on the System Owner's primary residence, and is only applied to the first 5 kW per household.

Note that at the sole discretion of MassCEC, the home value limits are subject to periodic change.

Moderate Income Adder

System Owners can qualify for either the Moderate Home Value Adder **or** the Moderate Income Adder. A System Owner can qualify for the Moderate Income Adder based on their individual income (for single-person households) **or** based on their Domestic Unit Income (for households of two or more individuals).

Individual income (for single-person households) is the gross income (as defined by the IRS) received in 2012 or later, documented in an individual's most recent IRS filing.

Individual Income Criteria	Rebate Adder
≤ \$75,810 (120% of median household income*)	\$0.40 per watt

Domestic Unit income (for households of two or more individuals) is the gross income (as defined by the IRS) 2012 or later, as documented in the most recent IRS filing(s) by all household members 18 years old and over, including household members not related to the householder and other non-family household members. The gross income of full-time students aged 18-25 who are members of the household are exempt from this calculation.

Domestic Unit Income Criteria	Rebate Adder
≤ \$95,420 (120% of median family income*)	\$0.40 per watt

*Median family and median household income adjusted for inflation for 2008 and taken from US Census Bureau 2007 American Community Survey.

The above income levels apply to applications received in 2014 and may be subject to future change. To qualify, the System Owner must consent to make household income data available to an independent third-party to verify eligibility. To apply go to: www.scapartnering.com/masscec.html.

The Moderate Income Adder is a one-time award per System Owner, is limited to a project on the System Owner's primary residence, and is only applied to the first 5 kW.

Note: Both the Moderate Home Value Adder and the Moderate Income Adder require proof of primary residence at the time of application. Eligible forms of documentation include a current copy of the voter registration card, driver's license (with the driver license number blacked out), or vehicle registration that lists the same address identified as the site address in the Application.

Natural Disaster Relief Adder

The goal of the Natural Disaster Relief adder is to provide an aggressive incentive to those affected by natural disasters in Massachusetts to rebuild “green” and incorporate solar photovoltaic (PV) projects into the rebuilding process. The adder will be available for residential, commercial, and public projects that meet the requirements of the program.

To be eligible to receive the adder:

- The Host Customer residence or building must have been **structurally** damaged by a natural disaster on or after June 1, 2011, as defined by FEMA as Drought, Earthquakes, Extreme Heat, Floods, Hurricanes, Landslides & Debris Flow, Severe Weather, Space Weather, Thunderstorms & Lightning, Tornadoes, Tsunamis, Volcanoes, Wildfires and Winter Storms & Extreme Cold. See FEMA’s ready.gov website for more information on the definition of a natural disaster. **(Note: cosmetic damage does not qualify);**
- The Host Customer must have official documentation from FEMA, MEMA, or an insurance company documenting damage from the natural disaster (or other back-up information reasonably requested by MassCEC); and
- Third-party owned projects will be eligible to apply for the adder, but Attachment D will need to be completed in order for the third-party owner to demonstrate the lease or PPA savings to the customer specifically as a result of receiving the adder;

As with the base incentive and other associated adders, the Natural Disaster Relief adder will be paid to the designated “Payee” on the application.

3.6 Commercial Rebates – For Commercial Projects Only

Rebates for a commercial project will be capped at the lesser of:

- 100% of total installed costs
- A rebate based on a maximum system size of 5 kW for systems up to 15 kW per property
- Residential end-use facilities which use the Commercial application and rebate matrix (e.g., residential solar leasing projects), are capped at a maximum rebate of 5 kW for systems up to 15 kW. This applies to residential third-party ownership or leasing arrangements, and/or to new construction developments of more than one unit of residential homes, apartments, or condominiums, as well as community solar projects. Such multi-unit projects are considered commercial.
- Public projects are considered commercial and eligible for commercial rebate levels.

The current Commercial rebate levels are:

Commercial Rebates for Incremental Capacity (\$ per watt (dc))	
Base Incentive	\$0.40
PLUS: Additions to Base	
Massachusetts Company Components Adder	\$0.05
Natural Disaster Relief Adder	\$1.00

Commercial Rebate Adder Requirements:

Massachusetts Company Components Adder

To qualify for this adder, the System Owner must provide evidence that the modules, the inverter(s), and any other significant component which is important to the electricity production of the project are manufactured by a company with a significant Massachusetts presence, as determined at the sole discretion of MassCEC. Current companies and products on this list are:

- Evergreen Solar: modules¹
- Schott Solar: modules²
- Satcon: inverters
- Solectria Renewables: inverters
- Beacon Power: inverters
- Panel Claw: mounting systems³
- GreenRay panel/integrated micro inverter⁴

¹Only Evergreen Solar modules that were purchased on or before March 31, 2011 are eligible for the Massachusetts Company Components Adder. In order to verify this, Primary Installers/Integrators will need to submit purchase order documentation demonstrating the purchase date of the modules at project completion.

² Only the Schott Solar ASE 300 series modules manufactured in Billerica, MA are eligible for the MA Adder.

³ If you are using Panel Claw mounting equipment, please make a note in the rebate application and check the "MA Company Components" checkbox in PowerClerk.

⁴ If you are using GreenRay equipment, please note that this equipment will not appear on the inverter and module drop down lists in PowerClerk. To indicate that you are using this equipment, please select the "Using Greenray Equipment" checkbox in PowerClerk and complete the equipment section as follows:

Modules: Please select Sanyo Electric 205W, 210W, or 215W panels, as appropriate, and enter the accurate quantity. This will determine the DC capacity of the system and the amount of the expected rebate. You will need to confirm at project completion that GreenRay panels were used.

Inverter: Please select an appropriately sized inverter (we understand that this is a PV module and integrated microinverter).

In order to be eligible for the MA Company Components adder for this equipment, you will need to select both the "Using GreenRay Equipment" checkbox and the "MA Company Components" checkbox in PowerClerk.

Note: Non-Expedited Installers using GreenRay equipment should fill out the equipment section using GreenRay modules (the Commonwealth Solar Team will enter it into PowerClerk using the directions above).

Natural Disaster Relief Adder

The goal of the Natural Disaster Relief adder is to provide an aggressive incentive to those affected by natural disasters in Massachusetts to rebuild "green" and incorporate solar photovoltaic (PV) projects into the rebuilding process. The adder will be available for residential, commercial, and public projects that meet the requirements of the program.

To be eligible to receive the adder:

- The Host Customer residence or building must have been structurally damaged by a natural disaster on or after June 1, 2011, as defined by FEMA as Drought, Earthquakes, Extreme Heat, Floods, Hurricanes, Landslides & Debris Flow, Severe Weather, Space Weather, Thunderstorms & lightning, Tornadoes, Tsunamis, Volcanoes, Wildfires and Winter Storms & Extreme Cold. See FEMA's ready.gov website for more information on the definition of a natural disaster. (**Note, cosmetic damage does not qualify**);
- The Host Customer must have official documentation from FEMA, MEMA, or an insurance company documenting damage from the natural disaster (or other back-up information reasonably requested by MassCEC); and

- Third-party owned projects will be eligible to apply for the adder, but Attachment D will need to be completed in order for the third-party owner to demonstrate the lease or PPA savings to the customer specifically as a result of receiving the adder.

As with the base incentive and other associated adders, the Natural Disaster Relief adder will be paid to the designated “Payee” on the application.

4 Key Definitions

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

4.1 Customer Related Terms

System Owner	An individual or entity that applies to MassCEC for a Commonwealth Solar II rebate. The System Owner is the owner of the project that is supported by the Commonwealth Solar II Rebate. Note: In instances where more than one System Owner is listed in the application (e.g. a husband and wife), the Systems Owners will need to make a determination about which individual should be considered the System Owner for taxability purposes, and at a minimum that individual will be required to sign the Application, Participant’s Agreement, and Project Completion Form, as well as submit a completed W-9, in order for MassCEC to remit the rebate payment. Please note that the full legal name of the System Owner needs to be entered on the rebate application and that same legal name needs to be entered on the W-9.
Host Customer	The Host Customer is the customer of the electric utility into which the system will be interconnected. This may or may not be the System Owner.
Member-Host Customer	For Community Solar projects, the Host Customer will be referred to as the Member-Host Customer, which is the customer that receives a portion of the electricity generated through a Community Solar project via virtual net metering (or receives some financial benefit as defined in Section 5.1 “Community Solar Projects” for Condominium Association projects). The Member-Host Customer will have a contractual ownership interest in the Community Solar project. All other requirements that apply to Host Customers in this Program Manual will apply to all Member-Host Customers.
Host Customer Entity	A parent company or parent organization and all of its subsidiaries are considered a single Host Customer Entity. Public entities, at the sole discretion of the MassCEC, may be exempt from the definition of single Host Customer Entity.
Awarded System Owner	A System Owner that has received a Rebate Award but has not yet reached Project Completion.
Payee	The Payee is the designee to receive the rebate for a project that has achieved Project Completion. A System Owner may choose to have its rebate paid directly to the Primary Installer/Integrator, Host Customer, or Third-Party Owner as defined below in Section 4.2. Payment is made for the work performed on the project and does not convey ownership rights to the installed system.
PTS Representative	If the System Owner plans to report monthly energy production, the PTS Representative is the person/entity responsible for reporting this production data

	to MassCEC's online Production Tracking System (PTS). This may be the System Owner, the Data Acquisition System (DAS) provider, or another delegated representative.
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4.2 Installer Related Terms

Applicant	The Applicant is the Primary Installer/Integrator, the individual or entity that prepares and submits the application.
Primary Installer/ Integrator	<p>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 through Commonwealth Solar II unless they are Massachusetts licensed electricians completing an installation on their own homes. For purposes of the program, a Primary Installer/Integrator will be considered Expedited or Non-Expedited status.</p> <p>Note that all installations from any Primary Installer/Integrator are subject to random inspections at any time for any reason at MassCEC's discretion.</p>
Primary Installer/ Integrator Entity	A parent company or parent organization and all of its subsidiaries are considered a single Primary Installer/Integrator Entity.
Secondary Installer	For the Purposes of PowerClerk, a Secondary Installer is a subcontractor who is responsible for the electrical portion of the installation or is responsible for the entire installation work of the project. As of Block 18, the Applicant/Primary Installer must list (if applicable) a Secondary Installer for the project.
Expedited Primary Installer/Integrator	<p>Installers and integrators who have successfully completed the “Crawl Before You Walk Policy” (as defined below) may participate in the program as an Expedited Primary Installer/Integrator. Expedited Primary Installer/Integrators will be granted password access to the PowerClerk on-line rebate application system, which will allow faster processing of applications and rebate payments at project completion. PowerClerk will manage the intake process for Expedited Primary Installers/Integrators, as electronically submitted applications are given a unique numerical identification code upon submission. Of the block funding available, 95% is available for Expedited Primary Installers/Integrators. The remaining 5% of funding is available for Non-Expedited Primary Installers/Integrators.</p> <p>Invitation to be an Expedited Primary Installer/Integrator is solely at the discretion of MassCEC staff and will be based upon a demonstrated ability to complete accurate and high-quality applications and successfully complete projects.</p> <p>To maintain the Expedited Primary Installer/Integrator status, firms will be expected to maintain such high-quality and accuracy in the applications, and to abide by all of the code and program standards required by the program, including the Minimum Insurance Requirements and the Minimum Technical Requirements.</p>

	<p>Status as an Expedited Primary Installer/Integrator does not constitute an endorsement by MassCEC nor does it imply that the installer or integrator is pre-approved by MassCEC. Similarly, the individual applications will only become approved upon written or electronically communicated confirmation from MassCEC.</p>
<p>Non-Expedited Primary Installer/Integrator</p>	<p>First-time Primary Installers/Integrators to the program are considered Non-Expedited Primary Installers/Integrators. Non-Expedited Primary Installers/Integrators are subject to MassCEC’s “Crawl Before You Walk Policy.” All Non-Expedited Primary Installers/Integrators are only eligible to initially submit one rebate application, which is available at www.MassCEC.com/commsolar. (Refer to section 6.1 for application process.)</p> <p>Of the block funding available, 95% is available for Expedited Primary Installers/Integrators. The remaining 5% of funding is available for Non-Expedited Primary Installers/Integrators.</p>
<p>Crawl Before You Walk Policy</p>	<p>The Crawl Before You Walk Policy is a process that Non-Expedited Installer/Integrators must successfully complete in order to become an Expedited Installer/Integrator. The process is outlined as follows:</p> <ol style="list-style-type: none"> 1) Non-Expedited Installer/Integrator submits the first application. 2) If the application passes the threshold review, it then undergoes a “design review” by MassCEC’s third-party technical consultant. 3) Once the design review and application review are complete, the project is notified of a rebate award. 4) The Non-Expedited Installer/Integrator proceeds with the installation and submits the Project Completion paperwork. 5) Upon receipt of the Project Completion paperwork, a post-installation inspection of the system will be scheduled. This inspection will be performed by MassCEC’s third-party technical consultant. 6) Upon satisfactory completion of the inspection, MassCEC will work to review the Project Completion paperwork for remittance of the rebate payment. 7) Upon satisfactory completion of the “Crawl Before You Walk Policy”, as determined by MassCEC, Non-Expedited Installers/Integrators must contact MassCEC to request being set up as an Expedited Installer in PowerClerk. <p>(Refer to section 6.1 for application process.)</p> <p>Any subsequent applications received prior to completing the “Crawl Before You Walk Policy” will be rejected and removed from the Process Queue.</p> <p>MassCEC, at its sole discretion, may grant a waiver to the “Crawl Before You Walk Policy” for Primary Installers/Integrators that can demonstrate that they have successfully installed at least 10 projects in another state with similar requirements and standards as the Commonwealth Solar II Rebate Program requirements. Please email cs@masscec.com for additional information if you would like to submit a waiver request for consideration.</p>
<p>Third-Party Owner</p>	<p>A Third-Party Owner is an entity that has a turnkey contract involving a power purchase agreement, lease, or other arrangements with the Host Customer, but retains ownership of the system. The Third-Party Owner may have a separate</p>

	contract with another entity for the actual installation work. MassCEC staff reserve the right to make determinations regarding the application of Program requirements as regards to Third-Party Owners.
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5 Minimum Project Requirements

5.1 Customer and Project Requirements

Eligibility	<p>The Host Customer must be the electricity end-user and customer of record in an eligible electric provider territory which is a contributor to MassCEC’s Renewable Energy Trust Fund. Customers of the five Massachusetts investor-owned electric utilities (NSTAR, National Grid, Western Massachusetts Electric Company, Unitil, and Cape Light Company), plus customers of Municipal Lighting Plant communities that contribute to the Renewable Energy Trust, meet this requirement.</p> <p>For information on Municipal Lighting Plants that have elected to join MassCEC’s Renewable Energy Trust Fund, see Information on Municipal Light Plant Communities or visit www.MassCEC.com/commsolar.</p> <p>For projects attached to a building or structure, the Host Customer 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 Host Customer must also be the System Owner of the project and consumer of the electricity generated by the proposed project, except as set forth below:</p> <ul style="list-style-type: none"> • For new construction or major renovation projects, the real estate developer can be the Customer whether they intend to own or sell the building or structure where the project will be located. • A building owner can be the System Owner of the project where a tenant (the Host Customer) is responsible for the electricity bill. • For projects involving a Third-Party Owner, the Host Customer does not need to be the owner of the project, but must still be the consumer of electricity generated by the project. • For Community Solar projects, the System Owner may be a separate entity than the Host Customer, even though the project may be located on a property separate from the Host Customer’s property.
Previous MRET Grantees	<p>Recipients of previous Renewable Energy Trust funding for the installation of PV projects are ineligible for additional funding for those particular systems.</p> <p>Projects that have received CLEAN ENERGY CHOICE[®] funding are still eligible for Commonwealth Solar II funding.</p> <p>Recipients of previous Renewable Energy Trust funding for the installation of a PV project under a different program are eligible for funding under the Commonwealth Solar II Rebate Program for a new, separate project up to 15 kW. The rebate amount will be calculated on the first 5 kW of a PV system per property under the Commonwealth Solar II Rebate Program.</p> <p>MassCEC reserves the right to determine if a project is eligible to apply for funding through Commonwealth Solar II and, if so, at what level.</p>

<p>State Employees and Special State Employees</p>	<p>State employees and special state employees (as defined by M.G.L. c. 268A) are not eligible for Commonwealth Solar II 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 Commonwealth Solar II Rebate Program including MassCEC, 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>
<p>Project Location and Building Type</p>	<p>The project must be located in Massachusetts within the service territory of an eligible electric provider territory which is a contributor to MassCEC's Renewable Energy Trust Fund. The building or facility utilizing the power generated by the project must be grid-connected.</p> <p>There is one exception to this requirement: Fixed off-grid applications that are permanently located on contiguous property of an eligible grid-connected Customer and facility are eligible for rebates for systems up to 15 kW. All types of facilities and buildings are eligible.</p>
<p>Commercial Projects</p>	<p>Any one of the following types of Host Customers are considered Commercial and must submit a Commercial Rebate Application:</p> <ol style="list-style-type: none"> 1) Host Customer has a commercial electricity account and rate code. 2) Host Customer has a residential electricity account and rate code but is considered commercial. For example: <ul style="list-style-type: none"> • Residential multi-family buildings with four or more residential units sharing the same utility electricity account will be considered commercial. • Systems connecting to the common areas (stairwells, hallways, exterior lighting, clubhouses, etc.) of residential multi-family buildings or complexes (4 or more units) will be considered commercial. <p>MassCEC, at its sole discretion, will determine whether a Host Customer meets the Commercial status of category # 2.</p> 3) Residential Host Customers that will be leasing the system or purchasing electricity from a solar leasing agent, company, or Third-Party Owner may apply to the program if the system is 15 kW or less. While these projects will be located at residential sites, the System Owners will be commercial entities, thus making these Commercial projects. 4) Residential Member-Host Customers that will be participating in a Community Solar project may apply to the program if their portion of the system is 15 kW or less. While Community Solar project may be providing electricity to residential electric accounts through virtual net metering, these will be considered Commercial projects.

	<p>5) Residential property developers installing systems during the building construction phase of new, single-family home construction developments (<i>more than one home</i>) or new multi-family or multi-unit residential construction projects may apply to the program if the system is 15 kW or less. While these projects will be located at residential sites, the System Owners will be commercial entities, thus making these commercial projects.</p> <p>Note: Home builders of a single home must use a Residential Application.</p>
<p>Residential Projects</p>	<p>To qualify as a Residential Project, the Host Customer must have a residential electricity account and the facility must have a residential end-use. In the cases of residential new construction projects of a single home, the rate code of the permanent meter, not the temporary construction meter, will determine eligibility status.</p> <p>Exceptions to residential status are:</p> <ul style="list-style-type: none"> • Residences that will lease the system or purchase electricity from a solar third-party agent or company as noted in the Commercial Project section above. • Residential Member-Host Customers that will be participating in a Community Solar project may apply to the program if their portion of the system is 15 kW or less as noted in the Commercial Project section above. • Residential property developers installing systems on new home construction developments (more than one home) or new multi-unit residential construction projects. <p>These exceptions will be designated commercial and should complete a Commercial Rebate Application.</p>
<p>Community Solar Projects</p>	<p>The Commonwealth Solar II Rebate Program will accept applications for Community Solar projects that meet the program requirements as outlined in the current Program Manual. Residential or commercial electricity end-users participating in these projects will be eligible to apply to the program, and they will be considered commercial for purposes of determining the rebate value. To be eligible for a rebate, the Member-Host Customer's portion of the Community Solar project will be capped at 15 kW, and the rebate will be calculated on the first 5 kW. Participating in a Community Solar project will count towards a Member-Host Customer's total 5 kW of rebated capacity for the property to which the electricity is virtually net metered.</p> <p>Interested applicants or Installers/Integrators are <u>required</u> to contact the Commonwealth Solar Team to discuss a potential Community Solar project in advance of submitting rebate applications. Please note that rebate applications must be approved prior to installing the community solar project. See <i>Project Timeframe</i> section 7.1 below for more information.</p> <p>Threshold requirements to qualify for a Community Solar project include, but are not limited to, the following*:</p> <ul style="list-style-type: none"> • The project must have an LLC or other formal ownership structure in place. • The project must have a minimum of two (2) Member-Host Customers, each residing or having a place of business at a different address, to

	<p>which their electricity from the project will be virtually net metered.</p> <ul style="list-style-type: none"> • Member-Host Customers must have a formal ownership stake in the project equivalent to the size of the solar PV system listed in their rebate application. • Each Member-Host Customer must provide documentation to MassCEC indicating the financial benefit received from the project, such as, intent to receive net metering credits to the address for which they applied for a rebate, in proportion to their ownership stake, a reduction in Home Owners Association/Condo Fees, or other financial arrangement. • MassCEC must receive a copy of the Member-Host Customer's contract (or MOU) with the project at time of application. • MassCEC will need to receive a completed Schedule Z (demonstrating that the Member-Host Customer is receiving the appropriate net metering allocation) at Project Completion. <p>* This is just a preliminary list of threshold requirements. Additional requirements may apply. MassCEC retains the sole discretion to determine whether threshold requirements are met and may require additional information.</p> <p>Note: While Community Solar projects may virtually net meter to various Member-Host Customer electricity accounts, the Member-Host Customer must be the electricity end-user and customer of record in an eligible electric provider territory which is a contributor to MassCEC's Renewable Energy Trust Fund. Customers of the five Massachusetts investor-owned electric utilities (NSTAR, National Grid, Western Massachusetts Electric Company, Unitil, and Cape Light Company), plus customers of Municipal Lighting Plant communities that contribute to the Renewable Energy Trust, meet this requirement.</p> <p>***Exception for: Condominium Associations. The net metering requirement will be deemed to be met for a community solar project at a condominium if the participating Member- Host Customers associated with a condominium association receive the financial benefit (in some monetary form) equivalent to their ownership stake. The solar PV system must be located at the condominium site location. The project must be behind a dedicated meter.</p>
<p>Eligible Project Size</p>	<p>The minimum project size per application is 1 kW (capacity is defined as DC @ STC). Eligible commercial and residential applications must be for projects that have a nameplate capacity of 15 kW (e.g., 15,000 watts) or less; however, the rebate incentive will be capped at 5,000 watts. 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 15 kW or less.</p>
<p>Rebate Calculation</p>	<p>The rebate calculation for an individual project is based on the size of the total system installation <i>per property</i>. The residential and commercial rebate calculations will be determined by the total system size on a single property regardless of the number of electric meters used. Note: 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 15 kW or less. The rebate will be calculated on the first 5 kW of the project. If a property has two or more buildings and the electric meters on the property</p>

	<p>have different rate codes (i.e. one is residential and the other is commercial), MassCEC will consider that two properties for purposes of the rebate program.</p>
<p>Expansions / Add-ons</p>	<p>MassCEC will allow Host Customers to apply for up to 5 kW worth of rebates per property under the Commonwealth Solar II Rebate Program. Adding capacity to a project under the rebate program is now allowed under the following circumstances:</p> <ul style="list-style-type: none"> • If the Host Customer received funding under a previous Renewable Energy Trust program (other than the Commonwealth Solar II Rebate Program), the Host Customer will be eligible to install an additional project on the property, up to 15 kW, and receive a rebate on the first 5 kW. Note: In order to ensure the additional capacity installed is eligible to generate SRECs, the additional capacity must be metered separately. • If the Host Customer previously received rebate funding for less than 5 kW under the Commonwealth Solar II Rebate Program, additional capacity may be added to the property, to a total per property capacity of 15 kW under the program. The Host Customer will only qualify for a rebate on the capacity of the property that brings the total rebated capacity on the property to 5 kW. For example, if you previously received a Commonwealth Solar II rebate for 3 kW of capacity on your property, you would be eligible to apply for an additional 2 kW of capacity on the property and receive a rebate on the first 2 kW (for a total of 5 kW of rebated capacity). Note: Capacity added to existing projects under the Commonwealth Solar II Rebate program does not need to be metered separately for the purposes of generating SRECs. • If the previous Renewable Energy Trust funding included an award of a rebate adder (i.e. MA Company Components Adder, Moderate Income Adder, or Moderate Home Value Adder), MassCEC will now only provide a total of 5 kW of these adders between funding programs. For example, if you previously received a rebate for a 3 kW system with the Moderate Home Value Adder, and you are applying for a rebate under the Commonwealth Solar II Rebate Program for a 6 kW system, only 2 kW of capacity of the new system will be eligible for the Moderate Home Value Adder (assuming the property still qualifies for the adder). <p>It is highly recommended that you contact the Commonwealth Solar Team to discuss a potential expansion project in advance of submitting a rebate application.</p>
<p>Behind the Meter Requirement</p>	<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. Projects may be eligible to net meter in accordance with the Massachusetts net metering regulations outlined in 220 CMR 18.00. <i>Please note that the account holder must also be the Host Customer</i>, as well as a party to the application and corresponding documents. In instances of Community Solar projects, the Member-Host Customer must be the end user of the electricity that is virtually net metered from the system. In addition, Community Solar projects must be behind a dedicated electric meter.</p>

5.2 Installer Requirements

<p>Turnkey Contract Between System Owner and its Primary Installer/Integrator</p>	<p>Primary Installer/Integrators are required to provide System Owners with a Turnkey Contract. The Turnkey Contract must identify a project manager, and must include rebate application preparation, equipment procurement and installation, site preparation, permitting and interconnection support, rebate project completion paperwork, training, operations and maintenance, and compliance with all applicable state laws, local laws, and Commonwealth Solar II Rebate Program requirements, including without limitation the Minimum Technical Requirements (Attachment C). The Turnkey Contract shall include a budget that identifies key project components and a timeline (with a corresponding payment schedule) for installation of the project. Turnkey service must include responsibility for the Commonwealth Solar II application and rebate process including submittal of project completion documentation, securing required permits and engineering stamps, installation of the project, scheduling and participation in all required inspections, and providing warranty services as required.</p>
<p>Third-Party Ownership Projects</p>	<p>For a Third-Party Ownership project, a contractual relationship must exist between the Host Customer and the Third-Party Owner (the System Owner). This contractual relationship may be in the form of a Power Purchase Agreement (“PPA”), lease, or a signed Memorandum of Understanding (“MOU”) indicating that a formal agreement is forthcoming.</p> <p>Note: MassCEC requests that Primary Installers/Integrators submitting applications for Third-Party Ownership projects include a copy of the executed contract between the Third-Party Owner and the Host Customer with the application documentation. This is for data collection purposes only. MassCEC is not responsible for verifying that the information included in the contracts matches the information provided in the Application and other project documentation. The project specifications identified in the Application will determine the rebate value; it is the sole responsibility of Applicant Parties to ensure that the project specifications identified in the Application are accurate.</p>
<p>North American Board of Certified Energy Practitioners Certification</p>	<p>It is recommended, but not required, that Primary Installer/Integrators or their subcontractors obtain North American Board of Certified Energy Practitioners (“NABCEP”) PV Installer certification, if they have not already done so. For more information: http://www.nabcep.org/</p>
<p>One-Time Turnkey Contract Exemption for Licensed Electricians</p>	<p>Massachusetts licensed electricians may complete an installation on their own homes and may request One-Time Contract Exemption for such installations. To qualify for the One-Time Contract Exemption for Licensed Electrician Home Installations, an electrician must be the Applicant/Primary Installer/Integrator and the System Owner, as well as meet all of the remaining program requirements.</p>
<p>Existing MassCEC Service Providers</p>	<p>Entities providing services directly to MassCEC through a Master Services Agreement and associated Work Orders with MassCEC are not eligible to receive funding under the Commonwealth Solar II Rebate Program, either as a Host Customer, System Owner, or as a Primary Installer/Integrator.</p>

6 Application Process

6.1 Application Detail

<p>Application Process for Expedited Installers</p>	<p><u>Expedited Installer/Integrators:</u></p> <ul style="list-style-type: none"> Expedited Installers/Integrators will use PowerClerk to enter application data for projects with signed customer contracts. PowerClerk will not be used as a tracking database by Primary Installer/Integrator for sales leads or marketing purposes. Expedited Installer/Integrator will only submit complete and accurate applications and project completion packages to MassCEC. All required back-up documents must be uploaded in PowerClerk prior to submitting the application. Note: All documents must be uploaded as PDF files and must be 5MB or smaller. If you do not have PDF conversion software, there are tools online, such as http://convert.neevia.com that may be able to assist you in the process. It is the sole responsibility of the Expedited Installer/Integrator to provide back-up documentation that is in the correct file format and legible to review by the Commonwealth Solar Team. Expedited Installers/Integrators must list contact information for any subcontractors for a project as part of the PowerClerk application, under 'Secondary Installer.' A Secondary Installer may be a subcontractor who is responsible for the electrical portion of the installation, or is responsible for the installation of the entire project. Once submitted, PowerClerk will provide an automatically generated application ID number which will determine the order received. Expedited Primary Installers/Integrators will maintain paper records of all application materials on file, and upon request by MassCEC will make copies available. Expedited Installer/Integrators will comply with all laws, codes, and regulations pertaining to installations in Massachusetts and with the Commonwealth Solar II Minimum Technical Requirements.
<p>Application Process for Non-Expedited Installers</p>	<p><u>Non-Expedited Installer/Integrators:</u></p> <ul style="list-style-type: none"> Non-Expedited Primary Installers/Integrators must download an application form (Attachment A1 or A2) from www.MassCEC.com/commsolar. Non-Expedited Primary Installers/Integrators must complete the application and send it as an attachment (only Word documents or PDFs will be accepted) in an e-mail to cs@MassCEC.com. Also note: Non-Expedited applications must include a three-line electrical diagram, site plan, and PV production estimate and calculation, in addition to all of the standard technical requirements of the program. MassCEC and/or our consultants may require additional technical details regarding compliance with the NEC and our Minimum Technical Requirements prior to approving the submitted designs. <p>The e-mail submission will provide an electronic date and time received</p>

	<p>and will establish the order received for Non-Expedited applications.</p> <ul style="list-style-type: none"> • Non-Expedited Primary Installers/Integrators must list contact information for any subcontractors for a project as part of the non-expedited rebate application, • If the application does not pass the threshold review, the application may be deemed “incomplete,” rejected, and removed from the processing queue. <i>Notification will be sent to the System Owner that the application has been denied and there will not be an opportunity to correct and resubmit the original application. The System Owner is welcome to reapply to any open blocks of the Commonwealth Solar II Rebate Program, subject to the current terms and rebate levels. Applicants failing to submit complete and timely back-up documentation assume the risk that rebates will not be available or be available only on different terms and/or at different levels.</i> • Non-Expedited Primary Installers/Integrators will maintain paper records of all application materials on file, and upon request by MassCEC will make copies available. • Expedited Installers/Integrators will comply with all laws, codes, and regulations pertaining to installations in Massachusetts and with the Commonwealth Solar II Minimum Technical Requirements. <p>Any subsequent applications received prior to completing the “Crawl Before You Walk Policy” requirement will be rejected and removed from the Process Queue.</p> <p>Upon satisfactory completion of the “Crawl Before You Walk Policy”, as determined by MassCEC, Non-Expedited Installers/Integrators must contact MassCEC to request being set up as an Expedited Installer in PowerClerk.</p>
<p>Complete Applications</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 for Expedited and Non-Expedited* Installers must include all of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attachment A: Signed and completed Commonwealth Solar II Application. An application will not be accepted if signatures are missing. Please note that Applications for Expedited Installers must submit a copy of the full, signed PowerClerk application in lieu of Attachment A. By signing the application, all parties agree to be bound by the terms and conditions of the Participant’s Agreement. <input type="checkbox"/> Copy of Executed Contract (Optional) between Host Customer and Third-Party Owner (for Third-Party Ownership projects only). <input type="checkbox"/> Copy of an electric bill for the project location. The customer’s service address must match the site address on the application. Note: For new construction projects that do not yet have an electric bill, provide evidence that the site is owned or controlled by the Host Customer and/or their contractor, and that an application for electric service has been received by the local utility. An electric bill listing the service address must be provided at completion in order for MassCEC to remit rebate payment. Note: If

	<p>applying for the Moderate Income Adder or Moderate Home Value Adder, the customer's Rate Code must be clearly displayed on the bill.</p> <p><input type="checkbox"/> Shading Analysis (Optional): A copy of the shading analysis is highly recommended at the time of application to ensure the system will meet the 80% of optimal output requirement outlined in the Minimum Technical Requirements (Attachment C). MassCEC reserves the right to request a copy of the shading analysis at any time. Solmetric SunEye, Solar Pathfinder, Wiley ASSET software or other MassCEC approved shading analyses will be accepted.</p> <p><input type="checkbox"/> Site photographs –minimum of 6 required:</p> <ul style="list-style-type: none"> • 1 photo of the project location taken from the south looking northward toward the building or site. • 1 <u>aerial image</u> of the site from Microsoft Virtual Earth, Google Earth, or similar source with the building or site clearly identified. • 4 photos clearly labeled indicating the direction the camera is pointing showing a 180 degree panoramic view (beginning facing east, then south, and ending facing west) that are taken from the project location. 180 degree view photographs with a superimposed sun path grid will also be accepted (e.g., <i>Solar Path Finder, Solmetric SunEye™, etc.</i>). <p>Applications Seeking Adders:</p> <table border="1"> <tr> <td>MA Company Components</td> <td>Must be indicated on the Technical and Cost worksheet, no additional documentation is required. Photographs indicating that MA Company Components were installed with the project are required at Project Completion.</td> </tr> <tr> <td>Moderate Home Value</td> <td>Attach a copy of the Applicant's <i>most recent</i> tax bill (FY13 or later) or a copy of their 2013 or 2014 (whichever is later) property assessment from the city or town's assessor's website or online database. Must provide documentation verifying the project site is the primary residence (current copy of voter registration card, driver license, or vehicle registration). For new construction projects, evidence of primary residence must be submitted by project completion in order for MassCEC to remit the rebate payment.</td> </tr> <tr> <td>Moderate Household Income</td> <td>DO NOT submit personal Tax Documents to MassCEC. Attach letter of income eligibility from Spillane Consulting Associates. For more information, see: www.scapartnering.com/masscec.html. Also, provide documentation verifying project site as primary residence (copy of voter registration, driver license, or vehicle registration).</td> </tr> <tr> <td>Natural Disaster Relief Adder</td> <td>The System Owner (or Host Customers if different than the System Owner) must provide FEMA, MEMA, or other insurance company documentation that their building was structurally damaged by a natural disaster.</td> </tr> </table> <p>*Complete applications for Non-Expedited Installers must also include the following:</p> <p><input type="checkbox"/> Site plan showing location of critical components, array orientation, and all major foliage/structures/landmarks in the vicinity of the project that may impact its performance. It is recommended, but not required, that the site plan is to scale and identifies anything that may impact project performance.</p> <p><input type="checkbox"/> Three-line electrical diagram showing the configuration of all related equipment, current and potential circuits/ interconnects, and protection (e.g., disconnects/ control schemes). The diagram should show the production meter, wiring configuration of modules, wire/conduit used, disconnecting means (with ratings), grounding means (both project and equipment grounds), and means of interconnection between the project and the building electrical system. For projects connected to a building through</p>	MA Company Components	Must be indicated on the Technical and Cost worksheet, no additional documentation is required. Photographs indicating that MA Company Components were installed with the project are required at Project Completion.	Moderate Home Value	Attach a copy of the Applicant's <i>most recent</i> tax bill (FY13 or later) or a copy of their 2013 or 2014 (whichever is later) property assessment from the city or town's assessor's website or online database. Must provide documentation verifying the project site is the primary residence (current copy of voter registration card, driver license, or vehicle registration). For new construction projects, evidence of primary residence must be submitted by project completion in order for MassCEC to remit the rebate payment.	Moderate Household Income	DO NOT submit personal Tax Documents to MassCEC. Attach letter of income eligibility from Spillane Consulting Associates. For more information, see: www.scapartnering.com/masscec.html . Also , provide documentation verifying project site as primary residence (copy of voter registration, driver license, or vehicle registration).	Natural Disaster Relief Adder	The System Owner (or Host Customers if different than the System Owner) must provide FEMA, MEMA, or other insurance company documentation that their building was structurally damaged by a natural disaster.
MA Company Components	Must be indicated on the Technical and Cost worksheet, no additional documentation is required. Photographs indicating that MA Company Components were installed with the project are required at Project Completion.								
Moderate Home Value	Attach a copy of the Applicant's <i>most recent</i> tax bill (FY13 or later) or a copy of their 2013 or 2014 (whichever is later) property assessment from the city or town's assessor's website or online database. Must provide documentation verifying the project site is the primary residence (current copy of voter registration card, driver license, or vehicle registration). For new construction projects, evidence of primary residence must be submitted by project completion in order for MassCEC to remit the rebate payment.								
Moderate Household Income	DO NOT submit personal Tax Documents to MassCEC. Attach letter of income eligibility from Spillane Consulting Associates. For more information, see: www.scapartnering.com/masscec.html . Also , provide documentation verifying project site as primary residence (copy of voter registration, driver license, or vehicle registration).								
Natural Disaster Relief Adder	The System Owner (or Host Customers if different than the System Owner) must provide FEMA, MEMA, or other insurance company documentation that their building was structurally damaged by a natural disaster.								

	<p>an existing service panel, the three-line diagram should indicate the rating of the service panel busbar and main breaker. This diagram is also likely to be required by the local utility for purposes of interconnection.</p> <ul style="list-style-type: none"> <input type="checkbox"/> PV production estimate calculation details. <i>This is mandatory for all Non-Expedited solar projects.</i> Solmetric SunEye, Solar Pathfinder, Wiley ASSET software or other MassCEC approved shading analyses will be accepted. <input type="checkbox"/> Copy of the shading analysis at the time of application to ensure the system will meet the 80% of optimal output requirement outlined in the Minimum Technical Requirements (Attachment C). MassCEC reserves the right to request a copy of the shading analysis at any time. Solmetric SunEye, Solar Pathfinder, Wiley ASSET software or other MassCEC approved shading analyses will be accepted.
<p>Process Queue</p>	<p>MassCEC will process complete applications in the order received within the Expedited and Non-Expedited funding queues. If an application is determined to be incomplete, the timeline for MassCEC’s review and approval may be significantly delayed.</p>
<p>Application Review Process</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"> 1. Incomplete, Inaccurate, or Ineligible Applications. Applications that are either incomplete, inaccurate, or reflect ineligible projects or Host Customers may be rejected and removed from the Process Queue for approval. Within 6 weeks of receipt of an incomplete, ineligible, or inaccurate application, MassCEC staff will strive to notify the System Owner and Installer of the application’s rejection. Incomplete applications will not be placed into the Process Queue and the funding block may close before an applicant has a chance to resubmit a completed application. Submittal of complete documentation for each application and compliance with all program deadlines is the sole responsibility of the applicants. Incomplete, inaccurate, or ineligible applications will not be returned. The submission of incomplete applications will result in significant delays and could result in no rebate award during the current funding block. 2. Complete Applications. System Owners and their Primary Installers/Integrators that submit complete and accurate applications and receive a Rebate Award will be notified by e-mail. MassCEC strives to notify System Owners of their Rebate Awards within 6 weeks of receipt of their applications. Please note that it is the Primary Installer’s responsibility to provide email addresses for the all parties in the original application. 3. Complete Applications, but Available Funding Exceeded. If submission of a complete application results in the currently available funding for the program block to be exceeded, MassCEC will reject the application and notify the System Owner via e-mail. MassCEC will not carry applications and the Process Queue forward to the next funding block; these applications will have to be resubmitted by the Primary Installer/Integrator for subsequent program funding blocks, if available. MassCEC, at its sole discretion, may offer the System Owner an opportunity to accept any changes to program rebate levels or other rules and maintain its Process Queue position. <p>MassCEC reserves the right to inspect project sites and/or request additional technical information prior to approving or denying applications. MassCEC</p>

	<p>reserves the right to reject any applications that involve Primary Installers/Integrators that have violated the Minimum Technical Requirements (Attachment C) or project timeframe requirements.</p>
<p>Rebate Award</p>	<p>MassCEC has made a commitment to provide the Payee with a cash grant upon achieving Project Completion. A Rebate Award is the written notification to the Host Customer, System Owner (if different from the Host Customer), and the Primary Installer/Integrator of a future grant payment.</p> <p>At the time of award, a W-9 form will be requested.</p>
<p>Project Completion</p>	<p>A project that has been installed and interconnected to the utility's network consistent with all program requirements, including submission of all relevant back-up documentation to MassCEC.</p> <p>The Primary Installer/Integrator will work with the System Owner to submit the Project Completion Form, Change Request Form (if applicable), and back-up documentation so that the Payee can receive the rebate payment. Back-up documentation includes:</p> <ul style="list-style-type: none"> • Interconnection approval from the local utility (e.g., authorization to interconnect system to the grid) • Photos of Installation. This should include a photograph of the solar PV array, as well as photos of the different components being used. Note: if the project qualified for the MA Company Components Adder, a photograph showing that the qualifying equipment was installed is required at completion. • System Owner W-9 (if not already submitted) • Completed Change Request Form (if applicable). Please note that the Change Request Form is required if any changes occur to the system costs, equipment used, or total capacity. Note: If a Secondary Installer (i.e. a subcontractor) participated as part of the installation, but was not listed at the time of application, their contact information should be added to the Change Request Form. <p>All Project Completion Documents should be submitted electronically via e-mail to cs@MassCEC.com with the subject line: "Project Completion Documents for CS2-(Application Number)".</p> <p>MassCEC staff reviews each Project Completion Form for completeness and accuracy. Copies of the Project Completion Form must be e-mailed to MassCEC. It is the sole responsibility of the Primary Installer/Integrator and the System Owner to ensure that the Project Completion Form is complete and is properly submitted to MassCEC.</p> <ol style="list-style-type: none"> 1. Incomplete Project Completion Forms. Primary Installer/Integrators that submit incomplete or inaccurate forms will be notified by e-mail. The form will not be approved for payment until it has been completed to the satisfaction of MassCEC. Incomplete forms will not be returned to the Primary Installer/Integrator. 2. Complete Forms. MassCEC staff approves each project for payment and issues checks to Payees on a rolling basis. <p>MassCEC reserves the right to conduct post-installation inspections of projects</p>

	<p>prior to approval for payments.</p> <p>The rebate payments are contingent on the as-built project's complying with the awarded project plan and with the Minimum Technical Requirements (Attachment C). Any changes in scope may affect the rebate amount. In addition, under no circumstances will MassCEC provide an increased rebate. Furthermore, if the project fails to comply with the Minimum Technical Requirements, MassCEC may withhold rebate payment until proper changes are made or it may choose to rescind the award.</p>
Rebate Payment	<p>The rebate payment is a cash grant provided to the Payee. Upon receipt of a complete Project Completion Form and its back-up documentation, and upon satisfactory completion of MassCEC post-installation inspections (if required), the rebate payment will be paid directly to the Payee. MassCEC expects to pay the installation rebate within 60 days of receipt of all required documentation and completion of a post installation inspection (if applicable). If the System Owner has not already complied with the minimum energy efficiency requirements or the Minimum Technical Requirements, the rebate payment shall be withheld until these requirements have been satisfied.</p> <p>Each System Owner must provide its social security or tax identification number through submission of a W-9 form. This information will be kept confidential and is not subject to the Public Disclosure provisions in Section 8.1 of this Program Manual. MassCEC will not release a rebate payment without receipt of this signed document. Please note that the full legal name of the System Owner needs to be entered and signed to on the rebate application, project completion form, and on the W-9 form. Discrepancies regarding the System Owner legal name may cause rebate payment delays.</p>

6.2 Attachments

Attachment A-1: Residential Application	Non-Expedited Application (Note: Expedited Installers will submit the PowerClerk application)
Attachment A-2: Commercial Application	
Attachment B	Participant's Agreement
Attachment C	Minimum Technical Requirements
Attachment D	Natural Disaster Relief Adder – Pricing Form (Third Party Projects only)

7 Technical and Installation Requirements

7.1 Minimum Requirements

Minimum Technical Requirements	All installations must comply with the Minimum Technical Requirements in Attachment C.
Eligible and Related Equipment	<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 metering equipment compliant with the Minimum Technical Requirements (Attachment C).</p>

	<p>There is one exception: Fixed, off-grid applications that are permanently located on contiguous property of an eligible grid-connected customer and facility are eligible for rebates for systems up to 15 kW. All types of such facilities and buildings are eligible.</p> <p>Portable or temporary systems are not eligible for Commonwealth Solar II rebates.</p>
<p>Project Timeframe</p>	<p>In order to qualify for payment, applications must be approved by MassCEC, in writing, prior to authorization to interconnect by the utility for a solar project (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. 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.</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 MassCEC.</p> <p>MassCEC maintains sole discretion on the determination of which projects qualify for such extensions. It is the general policy of MassCEC to not grant extensions unless there are extenuating circumstances.</p>
<p>Minimum Energy Efficiency Requirement</p>	<p>Prior to receiving the rebate payment MassCEC expects each Host Customer to fulfill one of the following requirements:</p> <ol style="list-style-type: none"> 1. Have an energy audit performed on all structures on their property; 2. Be able to demonstrate that an energy audit has been performed within the past six years on all structures on their property; or 3. Be able to demonstrate that an energy audit has been scheduled for all structures on their property. <p>MassCEC reserves the right to request verification of fulfilling one of the above requirement measures at any time.</p> <p>Energy audits can be performed by a utility or Cape Light Compact efficiency program, a certified energy manager (CEM), a professional engineer (PE), or an experienced energy services professional. Audits or audit checklists completed by the homeowner are unacceptable.</p> <p>By signing the Participant's Agreement, the Installer and the System Owner are certifying that an energy audit as defined above, or the equivalent of an energy audit (i.e. building permit for new building construction) has occurred.</p> <p>MassCEC strongly recommends, but does not require, that Host Customers perform any feasible measures recommended by such audits, as energy efficiency is generally the most cost-effective energy solution.</p> <p>Energy Efficiency Exception for New or Recent Construction:</p> <p>An energy efficiency audit is not required if a building was constructed in compliance with current energy codes (the 7th Edition of the Massachusetts State Building Code's <i>Energy Conservation Requirements</i>).</p>

	<p>Residential one- and two-family, detached buildings that can be established to have been constructed based upon a building permit issued after October 6, 2008, are exempted from the minimum energy efficiency requirements. However, partial renovations or additions do not qualify for this exception.</p> <p>Commercial structures, including attached residential buildings of three or more dwelling units, that can be established to have been constructed based upon a building permit issued after March 1, 2009, also are exempted from the minimum energy efficiency requirements.</p> <p>MassCEC, at its sole discretion, reserves the right to waive the minimum energy efficiency requirement for projects where it can be demonstrated that the requirement would: 1) not cost-effectively improve the overall energy efficiency of the building(s), or 2) pose undue burden on the Host Customer.</p> <p>Note: While a new energy audit is not required if one was performed on the building within the last six years, homeowners are strongly encouraged to have another audit done. Additional energy efficiency incentives have been added to the Mass Save program over the last few years, for which customers may be eligible.</p>
<p>Energy Efficiency Resources</p>	<p>For more information on energy efficiency audits and programs, customers should visit their investor-owned utility's website, or MassSAVE:</p> <ul style="list-style-type: none"> • MassSAVE (for residential customers): http://www.masssave.com/ • Cape Light Compact: http://www.capelightcompact.org/ee/res/hea/ • NSTAR: http://www.nstaronline.com/business/ • National Grid: http://www.nationalgridus.com/masselectric/business/index.asp • Western Massachusetts Electric: http://www.wmeco.com/business/default.aspx • Unitil: http://services.unitil.com/fge/bus_cus_info.asp <p>Municipal Lighting Plants (if applicable): www.dsireusa.org/incentives/index.cfm?re=1&ee=1&spv=0&st=0&srp=1&state=MA</p>
<p>System Energy Production Reporting Requirements</p>	<p>Manual or Automated PTS Reporting. System Owners (or their designated PTS Representatives) are encouraged, but not required, to report the project's electrical output every month to MassCEC's Production Tracking System (PTS) located at www.masscec-pts.com. The monthly system production may be reported manually or automatically through a Data Acquisition System (DAS). The PTS is used to help MassCEC monitor project performance and we encourage all project owners to report their data. As part of the award packet email, MassCEC will send an overview of the PTS and a link to instructions on its use to the System Owner.</p> <p>In summary, reporting to the PTS involves the following steps:</p> <ul style="list-style-type: none"> • Shortly after Project Completion paperwork is submitted to cs@masscec.com, MassCEC or the PTS Administrator will e-mail each System Owner (and their PTS Representative, if applicable) the project PTS login information including a username and password. Upon receipt of the PTS login information, System

	<p>Owners or their designated PTS Representatives should log in and retain their assigned usernames and passwords in a safe place for later use.</p> <ul style="list-style-type: none"> • The System Owner, or designated PTS Representative, may go to the PTS website specified in the instructions and enter all first time data (e.g., the date the project started producing power, which must be after the utility authorization to interconnect). • Each month, unless using Automated Reporting through a DAS, the System Owner, or designated PTS Representative, can manually enter a meter reading into the website. • The System Owner should notify MassCEC if the PTS Representative has changed. • Smaller systems may also elect to voluntarily adopt automated reporting. <p>Note: if the System Owner is planning on participating in the RPS Solar Carve-Out market and selling SRECs, monthly production reporting to the PTS will be required. While it is not a requirement of the Commonwealth Solar II Rebate Program, any PV project greater than 10kW will be required to report monthly production through a DAS for the purposes of selling SRECs. MassCEC, as designated by DOER, serves as the Independent Third-Party Meter Reader and verifies monthly production for projects generating SRECs. In addition, if you are adding solar capacity to an existing system, contact DOER to determine eligibility for the added capacity to generate SRECs. In some instances, additional capacity may need to be metered separately for purposes of selling SRECs. For more information about reporting requirement and the PTS, visit the Production Tracking System Guide.</p>
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7.2 Other Requirements (Public Projects Only)

Public Procurement Compliance (MA public entities only)	Massachusetts public entities seeking a Commonwealth Solar II rebate must comply with Massachusetts Public Procurement Law. For more information: http://www.mass.gov/ig/ .
Prevailing Wage for Public Projects	In the cases of projects on public buildings, prevailing wages are required by Massachusetts law regardless of the size of the rebate award. For public projects, the Host Customer is responsible for submitting the proper documentation to the Division of Occupational Safety of the Massachusetts Department of Labor. For more information: http://www.mass.gov/dos/pw/index.htm

8 General Commonwealth Solar II Conditions

8.1 Notice of Public Disclosure

8.1.1 General Statement

As a public entity, the MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, except for those documents exempted from

disclosure, any documentary material, data, or other information received by the MassCEC 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 MassCEC 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.

8.1.2 Procedures for Handling Documents Identified as “Confidential Information”

8.2 An applicant may assert a claim of confidentiality for these categories of materials by clearly identifying the documents, reports, or other information for which it wishes to receive confidential treatment and by attaching the MassCEC [Confidentiality Cover Letter](#).

8.3 Waiver Authority

MassCEC 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 Commonwealth Solar II Rebate Program at any time prior to awards.

8.4 Disclaimer

The Commonwealth Solar II Rebate Program Manual does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC 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.

8.5 Changes/Amendments to the Program Manual

This Program Manual has been distributed electronically using MassCEC's website. It is the responsibility of System Owners and Primary Installers/Integrators to check MassCEC's website for any addenda or modifications to the Program Manual to which they intend to respond. MassCEC, 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.

By signing and submitting an application for a rebate, the Parties agree to be bound by the terms and conditions of the Participant's Agreement.

Attachment B

Commonwealth Solar II Participant's Agreement

The following Participant's Agreement (the "Agreement") is issued by the Massachusetts Clean Energy Center ("MassCEC"), an independent public instrumentality of the Commonwealth of Massachusetts. 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 Commonwealth Solar II Rebate Program Manual, and the Minimum Technical Requirements (Attachment C) and specifically agrees to be bound by their contents upon the execution and submission of the Commonwealth Solar II Rebate Application. This Agreement shall become effective as of the date indicated on an Award Letter from MassCEC.

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

Whereas, Commonwealth Solar II rebates may be considered taxable income to the parties in this agreement by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. For purposes of the Commonwealth Solar II program, the incentive award is considered a grant for tax purposes. All parties 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. Please note that MassCEC refers the incentive award as a "rebate" in all documentation associated with the program.

Whereas, MassCEC is offering financial assistance in the form of rebates under the Commonwealth Solar II Rebate Program Manual Solicitation No. 2014-CS II Version 18 (the "Program Manual") for the design and construction of solar photovoltaic projects;

Whereas, the Applicant (the "Primary Installer") has submitted the Application on behalf of the PV Project Host Customer (the "Host Customer") and, in the case of third-party ownership, the PV System Owner (the "System Owner") (the Primary Installer, Host Customer and System Owner together the "Applicant Parties", and together with MassCEC, the "Parties") for the installation of a solar photovoltaic system (the "PV Project"), as described in the Commonwealth Solar Commercial Application (the "Application"); and

Whereas, as a condition of their participation in the Commonwealth Solar II Rebate Program (the "Program"), the Applicant Parties agree to abide by the terms of this Agreement.

Now, therefore, for good and valuable consideration, 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 to design and construct the PV Project (the "Installation Contract") which requires, in part, that the Primary Installer 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.* MassCEC 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, MassCEC will not provide an adjusted Rebate that is more than the originally approved Rebate. Notwithstanding the foregoing, MassCEC 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.*

- i. *General.* 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 MassCEC receives information concerning a Location Change and confirms that a Location Change has occurred, MassCEC 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 of the PV Project Completion Deadline (as defined in Section 3(e) and set forth in the rebate award letter), it shall notify and return the full amount of the Rebate to MassCEC. 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.
 - ii. *Third Party Ownership.* In the event that the site of the PV Project itself is not owned by or under control of the System Owner, both System Owner and Host Customer, as applicable, agree that a Location Change may not be made within the first (10) ten years of the PV Project's useful life unless one of the following conditions are met: 1) the Host Customer ceases to own the site, ceases to conduct business operations at the site and/or vacates the site; 2) the System Owner's lease, or other rights to occupy and use the premises, change in a way that prevents the System Owner from operating the PV Project; 3) the Host Customer or System Owner defaults or materially breaches on its obligations under the agreement (e.g., a lease) establishing System Owner's rights of access and use to the Host Customer's property; or 4) the Host Customer or System Owner declares bankruptcy. In these cases, and with prior written approval from MassCEC, which the MassCEC shall grant or deny at its sole discretion, the Host Customer or System Owner may relocate the PV Project within the Commonwealth of Massachusetts to a location served by an investor-owned utility or a municipal light plant that contributes to MassCEC.
 - iii. *Community Solar Projects.* System Owner and Member-Host Customer (as that term is defined in the Program Manual) agree that a Location Change may not be made within the first (10) ten years of the PV Project's useful life unless one of the following conditions are met: 1) the lease, or other rights to occupy and use the premises, change in a way that prevents the System Owner or Member-Host Customer, as applicable, from operating the PV Project; or 2) the System Owner declares bankruptcy. In these cases, and with prior written approval from MassCEC, which the MassCEC shall grant or deny at its sole discretion, the Member-Host Customer or System Owner may relocate the PV Project within the Commonwealth of Massachusetts to a location served by an investor-owned utility or a municipal light plant that contributes to MassCEC.
 - 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 MassCEC's sole discretion, in forfeiture of all or a portion of the Rebate. MassCEC 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. MassCEC shall pay the Rebate to the Payee designated in the attached Application within sixty (60) days after MassCEC's receipt and acceptance (as determined at its sole discretion) of a Project Completion Form and the associated back-up documentation demonstrating that the installation has reached Project Completion and has met all Minimum Energy Efficiency Requirements as described in the Program Manual. Upon meeting the aforementioned requirements and with no changes to the system or its ownership, the Payee shall be paid a Rebate in an amount calculated in accordance with the incentive calculated for the Project set forth in the attached Application. System Owner acknowledges that, even though it may have chosen to have the Rebate paid directly to a third party Payee, System Owner may still be considered the taxable entity for Federal and State tax purposes. However, System Owner agrees that nothing herein constitutes or shall be construed as tax advice and System Owner should consult a tax advisor.
 5. Natural Disaster Relief Adder. This adder will be paid directly to the Payee as designated in the attached Application. For Third-Party owned systems, the Applicant Parties must complete and submit Attachment D

with the application backup documentation.

6. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassCEC, 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.
7. 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 Commonwealth Solar II 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. The Applicant Parties for themselves individually agree to comply with all local, state, and federal tax laws. The Applicant Parties for themselves individually acknowledge that the rebate may be considered taxable income to the Applicant Parties in this Agreement by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. In addition, a rebate tax liability may exist whether the payment is made directly to one of the parties or on its behalf. Furthermore, the Applicant Parties for themselves individually acknowledge that MassCEC will issue Form(s) 1099, if applicable, to each System Owner that is awarded a rebate through the Commonwealth Solar II Rebate Program in each taxable year during which incentive Rebate payments are made by MassCEC. As a result, MassCEC will need to receive a completed W-9 Form from each awarded System Owner, prior to remittance of the rebate payment. A template W-9 Form and corresponding instructions will be included in the award packet for the System Owner to complete and return to MassCEC's finance department. It shall be the sole responsibility of the Applicant Parties, individually, to seek professional advice and determine the tax consequences of any such incentive Rebate payments.
 - d. System Owner (and Host Customer, if applicable) agrees to allow MassCEC, 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.
 - e. System Owner (and Host Customer, if applicable) agrees to participate, upon MassCEC'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 MassCEC or the public to disseminate knowledge

gained as a result of the Program.

- f. In instances of Third Party Ownership projects, the System Owner, as outlined at the time of Application, agrees that all designated obligations, as outlined in the Participant's Agreement, the Program Manual, and all related Commonwealth Solar II Rebate Program documentation, will get transferred if ownership of the PV project is assigned to a different legal entity at any point after signing the Application. The System Owner, as outlined at the time of Application, will be required to submit a W-9 and will receive a Form(s) 1099 from MassCEC for the tax year in which the rebate payment is made.
- g. If a project changes ownership (such as when a Third Party Owned project changes to another Third Party company) after a project has been awarded, but before project completion has been submitted, a newly signed application clearly showing the new System Owner must be provided **prior** to project completion. In addition, a W-9 for the new System Owner or Third Party System Owner Company will need to be provided as well before rebate payment.
8. Disclaimer: MassCEC has not investigated, and MassCEC 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 MassCEC 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.
9. Self-Installation Requirements: MassCEC will allow Rebates to be paid for a photovoltaic self-installation project and will exempt such project from the Turnkey Contract Requirement, set forth in the Program Manual.
10. Insurance: MassCEC recommends that every Installer purchase and maintain adequate insurance coverage until completion of the PV Project. MassCEC 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 MassCEC, and the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification under this Agreement.
11. Consumer Disclosure – Renewable Energy Certificates: The System Owner or its designee shall have title to the PV Project non-energy attributes and the associated Renewable Energy Certificates (“RECs”). The RECs may have a financial value to the System Owner.
12. 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.
13. 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 Commonwealth Solar Rebate Application attached, including any additional information submitted by the Applicant Parties as requested by MassCEC.

Attachment C

Commonwealth Solar II Minimum Technical Requirements

All Commonwealth Solar II 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. MassCEC 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 so that the estimated annual energy output for the PV project, based on actual site specific shading, azimuth, and inclination is at least 80% of the default optimal output for a fixed PV project of the same capacity, as estimated by PVWATTS or a similar tool. MassCEC reserves the right to request a copy of the shading analysis at any time. Solmetric SunEye, Solar Pathfinder, Wiley ASSET software or other MassCEC approved shading analyses will be accepted.

Optimal parameters for purposes of a PVWATTS estimate are: 1) 0.77 dc to ac derate factor, 2) 42 degree array tilt, and 3) 180 degree (True South) azimuth. Please see the Application and Instructions (Attachment A) Part 3: PV Project Technical and Cost Worksheet for related information.

PVWATTS is available at the following website: <http://www.nrel.gov/rredc/pvwatts/>.

Exception:

Fixed off-grid PV applications that are permanently located on the same contiguous property of an eligible non-residential, grid-connected applicant and facility must include energy balance calculations that ensure that the PV project will provide sufficient power and energy storage to run loads for periods of time with the lowest average daily insolation and longest periods of inclement weather, taking into account the load, losses, deratings (e.g., battery temperature) and shading. This translates to array-to-load ratios greater than 1.05 and no/low sun energy storage of at least 7 days.

Installation Requirements

The **PV project electrical work must be performed by a Massachusetts licensed electrician**. For more information: <http://www.mass.gov/?pageID=ocaconstituent&L=2&L0=Home&L1=Licensee&sid=Eoca>

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 electrical¹ laws, codes and practices. The provisions of the 2014 Massachusetts Electric Code (MEC) as specified by state code.
- Interconnection Agreement. A separate application must be submitted to the electric utility to start the formal interconnection process, and sufficient lead time should be allowed, based on time frames listed in the Interconnection Tariff (see link below). All PV projects must have an appropriate electric utility interconnection agreement in place, and have authorization to interconnect from the utility at the time of interconnection to the utility grid.
- 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 general installation practices to be followed include:

- All installations must follow the most current edition of the Massachusetts Electrical Code with the following changes as noted below. In all cases where manufacturer instructions, third-party guides/handbooks, or other materials contradict the most current edition of any local, state, or federal code, the applicable code shall take precedence over such materials.
- All interconnecting wires must be copper and all wiring connections must be properly made, insulated, and suitable for the environment where they are installed. Aluminum wiring may be used only under the following circumstances:
 - Use of aluminum conductors requires a design stamped by a professional engineer licensed in the

¹ Massachusetts Building Code (780 CMR) and Electrical Code (527 CMR) are available from the Executive Office of Public Safety and the Board of Fire Prevention Regulations, respectively.

Commonwealth of Massachusetts, and

- All DC interconnecting wires smaller than #1 AWG (American Wire Gage) must be copper.
- Twist-on wire connectors (wire nuts) shall not be used in any outdoor enclosure unless listed to UL 486D for use in damp/wet locations. Proof of listing will be required during inspection if applicable. (See Article 110.28 for more information)
 - Installations on flat commercial rooftops that have Photovoltaic Output Circuits running through the building must have a disconnect switch as described in Article 690.13 exception two, located at the array to isolate all DC current carrying conductors running into the building.
 - Installations of ground- and pole-mounted arrays must have a disconnect switch as described in Article 690.13 exception two, located at the array to isolate all DC current carrying conductors.
 - Areas where wiring passes through ceilings, walls, or other areas of the building must be properly restored, booted, and sealed.
 - Thermal insulation in areas where wiring is installed must be returned to “as found or better” condition.
 - Warning labels, as specified in the 2014 MEC must be posted on disconnects, panel enclosures, raceways, and accessible junction boxes. The labels shall be suitable for the environment in which they are installed.
 - All installed electrical components must be listed by a nationally recognized testing laboratory such as Underwriters Laboratory (UL), and/or be compliant with Institute of Electrical and Electronics Engineers (IEEE) standards, or the American National Standards Institute (ANSI), or other nationally recognized testing laboratory standards (e.g., UL, CSA, ETL, TUV, etc.), unless otherwise noted in this document, and installed in a manner consistent with the relevant listing and labeling.
 - MassCEC recommends that photos be taken of the following system components for all rooftop solar arrays: Module frame grounding method, Array grounding method, Array wire management, Interior of any rooftop enclosures, and Exterior of any rooftop enclosures. These photos shall be kept on record with the primary installer and made available to MassCEC upon request.
 - All work must be completed in a neat and professional manner.
 - An owner’s manual of operating and maintenance instructions must be provided to the PV project owner and preferably also posted on or near the PV project. The owner’s manual should include manufacturer’s specifications, serial numbers, warranty policies, etc.
 - Owners must be provided with, at minimum, a basic training orientation that includes maintenance instructions, troubleshooting, meter reading, and electric production reporting instructions. Owners should also be informed of any opportunities to sell Solar Renewable Energy Certificates (RECs).
 - MassCEC recommends, but does not require, that all PV projects installed under the Commonwealth Solar II program include appropriate surge arresters or other means to protect PV project components from lightning and other surge events. However, it is the responsibility of the installer to ensure that the installation meets any local, state or federal building and electrical laws that address lightning and surge protection.

PV Project and Equipment Warranty Requirements

- **Installer Warranty.** All PV projects must have a minimum 5 year labor warranty provided by the installer to protect the purchaser against defective workmanship, PV project or component breakdown (exceptions noted below), or degradation in electrical output of more than fifteen percent from their originally rated electrical output during the warranty period. The warranty must cover the PV project, including PV modules (panels) and inverters, and provide for no-cost repair or replacement of the PV project or system components, including any associated labor during the warranty period.
- **Manufacturer Warranty.** All major equipment must meet the following minimum manufacturer warranties:
 - Photovoltaic Module: Minimum of one year product warranty from date of sale to first consumer purchaser for product workmanship and materials, plus a minimum performance warranty of 20 years within which time the module will produce, under standard test conditions, a minimum of 80% of the product’s minimum rated power at time of sale;
 - Inverters: Minimum of 10 years product warranty from date of sale to first consumer purchaser for product workmanship and materials;
 - Revenue grade production meters: 2 year product warranty

- Mounting equipment: 5 year product warranty.
- Exception:
 - Aforementioned warranty requirements do not apply to the components of a Data Acquisition System with exception of the revenue grade meter. However, equivalent warranties, if available, or equivalent service contracts are strongly recommended for such equipment.

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 by MassCEC 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., UL, 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.
- All modules, inverters, and production meters must be on PowerClerk's equipment dropdown list. This list is established by the California Energy Commission's list of eligible renewable energy equipment: http://www.qosolarcalifornia.ca.gov/equipment/pv_modules.php. If you are a Non-Expedited Installer and want to confirm that the equipment you plan to use is listed in PowerClerk, please contact the Commonwealth Solar Team at cs@masscec.com. Note: If the equipment you want to use is not listed in PowerClerk, it must meet the above mentioned requirements and be added to the California Energy Commissions list of eligible renewable energy equipment to be eligible in the program.
- Exceptions:
 - A Data Acquisition System does not need to be UL listed.
 - Reconditioned meters recertified to meet accuracy standards.
 - UL is not required, but is recommended, for PV projects operating at less than 30 volts.

Electricity Production Meter Requirements

All PV projects must have a dedicated production meter that:

- Is readily accessible and easily understood by the PV project owner;
- Records the PV project's AC output as measured on the AC side of the PV project's inverter; in the case of DC-only PV projects the meter should record the PV project output provided to the facility load; if a storage device is integral to the PV project, the meter should record the output from the storage device;
- Shall be separate from the utility billing meter and shall not interfere with utility billing or net-metering;
- Must be a standard utility "revenue quality" meter that conforms to applicable American National Standards Institute (ANSI) C-12 standards and shall be installed on the AC output side of the PV projects inverter; and
- Shall be available for periodic testing and/or re-calibration, if necessary.
- For systems with an installed capacity over 10 kW, meters, and current transformers (CT) must meet the accuracy standards listed in NEPOOL Operating Procedure 18. See MassCEC's Minimum Meter Accuracy Requirements at: <http://images.masscec.com/uploads/programdocs/Production%20Tracking%20System/Minimum%20Meter%20Accuracy%20Requirements.pdf>.

Exception:

- Fixed off-grid PV applications that are permanently located on the same contiguous property of an eligible non-residential, grid-connected applicant and facility are exempt from production metering requirements.