

Taunton Municipal Lighting Plant
Approved by the Board of Electric Commissioners on November 21, 2023
Effective Date: January 1, 2024

Terms and Conditions for Net Metering Service
Onsite Renewable Facilities

This tariff and its terms and conditions govern the provision of Net Metering Service and the construction and operation of net metering Facilities (“Net Metering Facility” or “Facility”) in Taunton Municipal Lighting Plant’s (“TMLP”) electric service territory. Net metering means the process of measuring the difference between electricity delivered by TMLP and electricity generated by a customer’s eligible onsite facility and fed back to TMLP. Eligible renewable generation facilities must be installed on the customer’s premises behind the meter solely for the customer’s own use and consumption. Virtual net metering is not permitted in TMLP’s service territory.

I. AVAILABILITY

Net metering service is available to Eligible Customers (as defined herein) of TMLP with Eligible Facilities (as defined below), subject to the following provisions and TMLP’s General Terms & Conditions for Electric Service, where not inconsistent herein, until the system cap is reached. Net metering service that has been provided to those customers receiving net metering service prior to the adoption of this tariff shall be subject to the rates and terms and conditions set forth herein. In its sole discretion, TMLP may limit further the cumulative generating capacity of all Eligible Facilities in its service territory and the availability of net metering service under this tariff.

II. ELIGIBLE CUSTOMERS

Net metering service is available to existing residential, commercial, and industrial electric service customers located within TMLP’s electric service territory who meet the following requirements (“Eligible Customers”):

- (1) the facility is an Eligible Facility installed on property which the customer owns, jointly owns, or leases;
- (2) the customer must own or lease the Eligible Facility or lease the building on which the Eligible Facility is installed. Lease payments shall be fixed and shall not be based on kWh sales or amount of energy consumed;
- (3) the Eligible Facility also must be located behind the meter at the customer’s service address and used solely for the purposes of offsetting its own electric power requirements at such service address;
- (4) the customer is the customer-of-record for the account at the service address and must be in good standing and current on its electric bills at the time of application.

III. ELIGIBLE FACILITIES

“Eligible Facilities” shall be limited to facilities using qualified renewable energy to generate power, including associated wiring and equipment, which are installed on the customer’s premises behind the electric meter. For purposes of this tariff, renewable energy means energy generated from solar, wind, and any other source that qualifies as a Class I or Class II Renewable Energy generating source as defined by M.G.L. c. 25A, § 11F and Massachusetts Department of Energy Resources (“DOER”) rules and regulations.

The energy generated from the Facility must be consumed by the customer at the site of the Facility. Facilities installed offsite or on adjacent parcels that do not have any load requirements, other than parasitic load, are prohibited. Eligible Facilities do not include those generating facilities that are owned and/or operated by a third party in which the output is sold to the customer. Such purchase and sale arrangements are strictly prohibited. Eligible Facilities shall be subject to size limitations and caps as set forth in this tariff, as may be amended from time to time.

IV. NET METERING SERVICE LIMITATIONS

4.1 Ownership/Lease/Tenant Customers. To be eligible for net metering service, the customer must own or lease the Facility, or lease the building upon which the Facility is installed and the Facility is encompassed in the building lease. For tenant customers or customers who do not have exclusive property rights at the service location, the property owner(s) must: (a) give TMLP permission for the tenant customer to receive net metering service, (b) sign an agreement accepting TMLP's interconnection standards and requirements, (c) comply with all applicable requirements governing the construction and operation of the Eligible Facility as set forth herein, and (d) grant TMLP suitable property rights to access the property and to inspect and/or disconnect the Facility. Additional requirements may apply, as determined by TMLP in its sole discretion to protect the interests of TMLP, its property, and its other customers. Termination of any agreement with the property owner or violation of its terms may result in termination of net metering service to tenant customers.

4.2 Sales Prohibited. In no circumstances shall the output from a Facility be sold or credited to a tenant, other customer, or any third party. Virtual net metering service is not permitted. TMLP community solar projects, when authorized by TMLP as determined its sole discretion, are not governed by these terms and conditions.

4.3 Multi-Unit Properties. Eligible Facilities may be installed at multiple unit properties, such as multi-unit homes, apartment buildings and condominiums, provided that all requirements set forth in these terms and conditions are met. The Eligible Facility must be connected to the customer's meter and the Eligible Facility shall be sized, as set forth in Section 4.4, based on the peak demand of the connected meter. Additional requirements may apply, as determined in TMLP's sole discretion, to ensure that the Facility is used to offset energy consumption at the service location, and to protect the interests of TMLP, its other customers, and its property. Facility sizing shall be subject to the requirements of Section 4.4 and the sizing, design and placement of the Facility shall require TMLP's prior written approval. For installations to serve individually owned condominium units, the customer shall provide authorization from the condominium association to install and operate the Facility on common areas. The condominium association may be required to execute a Net Metering and Interconnection Agreement as determined by TMLP for the protection of TMLP, its property, and customers.

4.4 Facility Size. For residential customers of single-family homes or single metered multi-family homes, Eligible Facilities shall not exceed 60 kilowatts. For commercial and industrial customers and other multi-unit properties, Eligible Facilities shall not exceed 50% of the customer's peak demand for the prior 12-month period, as determined by TMLP. In no event shall Eligible Facilities for commercial/industrial customers exceed 2,000 kW. TMLP will provide the customer with its prior 12-month kWh usage. The customer shall be responsible for calculating the Facility size within the prescribed limits. The customer shall provide all supporting information requested by TMLP, including calculations and assumptions used.

4.5 Aggregate Capacity. The maximum kW connected to TMLP's electric facilities shall not exceed 3% of TMLP's peak load. For informational purposes, TMLP's maximum all-time peak is 150 MW at the time of this tariff resulting in a maximum aggregate capacity of 4.5 MW. This amount may be subject to adjustment from time to time, as TMLP's electric peak changes.

4.6 Backup Generation. The customer may utilize a backup generator for emergency backup power arising from an outage on TMLP's system only, conditional upon the Facility being connected to the utility side of the generator transfer switch. Under no circumstances shall the Facility synchronize with a backup generator.

4.7 Energy Storage Systems. The customer shall not pair the Facility with an Energy Storage System ("ESS") without TMLP's prior written approval, which may be withheld in TMLP's discretion. Any permitted ESS must be able to be charged from both the Facility and the electrical grid but shall not export energy to the electrical grid. All ESS installations also shall be subject to TMLP's specifications and requirements, as determined by TMLP from time to time.

V. APPLICATION AND FORMS

Any customer desiring to receive net metering service must submit a completed application on TMLP's net metering service forms and pay the required application fee, if any, prior to the installation of the Facility. Net metering service may not be transferred to successor building owners/tenants without completing an application. Customers with existing Facilities at the service location will need to complete an application in order to operate the Facility and receive net metering service. A copy of the Net Metering Application is available upon request from TMLP. The customer shall submit the following information with its application: (a) an electrical one-line diagram; (b) the make, model and manufacturer's specification sheet; (c) a copy of the lease for the Facility and the rental agreement for property, if applicable, and (d) where applicable, a signed agreement by the property owner(s) governing net metering and interconnection of the Facility. Such agreement shall be on such terms and conditions determined by TMLP. TMLP may request any additional information that it deems necessary in its sole judgment and discretion to assist in its review and determination of the impact of the Facility on TMLP's distribution system or other property, operations, and service to its other customers. Installation and/or connection of the Facility shall not commence until TMLP approves the application and all requirements set forth herein are met.

VI. INTERCONNECTION REQUIREMENTS

The customer and the property owner, if different, shall comply with TMLP's interconnection standards and requirements in effect at the time of application and shall make interconnection arrangements with TMLP upon such terms and conditions acceptable to TMLP. Customers seeking net metering service may be required to submit a separate interconnection application and sign an interconnection agreement, where applicable. The Facility shall be designed and operated such that, upon loss of supply voltage from TMLP, the Facility will automatically disconnect from TMLP's system. TMLP may disconnect the Facility at any time if TMLP determines that the Facility or its operation does not comply with any of the terms and conditions herein or TMLP's interconnection standards, specifications, or requirements, or otherwise will adversely affect TMLP's property or service to its other customers.

VII. CONSTRUCTION AND INSTALLATION REQUIREMENTS

7.1 Compliance with Standards and Codes. The Facility shall be designed, constructed, operated and maintained so as to meet or exceed all applicable safety and electrical standards, including requirements and standards of the Massachusetts Building Code, National Electric Code, National Electrical Safety Code, Institute of Electrical and Electronic Engineers (“IEEE”), Underwriters Laboratories (“UL”), local requirements, and TMLP. Upon completion of construction, the customer shall provide TMLP with an as-built drawing of the Facility.

7.2 Local Permits and Approvals. The customer shall be responsible for securing and complying with all applicable federal, state and local permitting requirements and approvals, including zoning, electrical, building, and any other permits or approvals that may be required by the municipality and any other governmental body with jurisdiction over onsite generating facility installations.

7.3 Local Wiring Inspections. Upon the completion of construction of the Net Metering Facility, the customer shall cause the Facility to be inspected or otherwise certified and/or approved by the local wiring inspector. The customer shall provide a Certificate of Completion.

7.4 TMLP’s Inspection. Within ten (10) business days after the receipt of the Certificate of Completion or such other evidence of compliance as provided in Section 7.3, upon reasonable notice, and at a mutually convenient time, TMLP will conduct an inspection of the Facility to ensure that the installation of all equipment and all electric connections meet TMLP’s requirements, including the provisions of this tariff and TMLP’s General Terms and Conditions for Electric Services. TMLP shall have the right to disconnect the Facility and refuse to provide net metering service if TMLP determines that any requirements are not met. If the Facility passes inspection, TMLP may conduct periodic inspections to ensure continued compliance with TMLP’s requirements by providing prior notice.

7.5 Interconnection Wiring. The customer shall furnish and have installed, if not already in place, the necessary meter mounting equipment, including meter sockets and wiring in accordance with all applicable safety and electrical codes and standards. The customer shall provide a safety disconnect device, which shall be accessible to TMLP at all times. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator or photovoltaic output and be capable of being locked open, tagged and grounded on the TMLP side by TMLP. The switch shall be code compliant and of a type generally accepted for use in this application. The switch should be located within view of the revenue meter. At its discretion, TMLP may require periodic testing of the disconnect equipment.

7.6 Specific Requirements for Inverter-Based Residential Installations. For Facilities that utilize photovoltaic technology, the Facility shall be installed in compliance with IEEE Standard 929-2000, “IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.” The inverter shall meet the UL Standard UL 1741, “Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems.” The Facility shall be labeled in accordance with NEC-2011 694.78 and 694.60 stating it is for “Utility Interactive” use. Multimode/hybrid inverters are not allowed.

For Facilities that utilize wind technology (or other approved direct current energy sources) and employ inverters for production of alternating current, the inverter shall meet the UL Standard UL 1741, “Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems.”

The customer shall be responsible for protecting its equipment from being re-connected out of synchronism with TMLP’s system by an automatic line recloser operation.

7.7 No Unauthorized Changes to the Facility or Equipment. Once in operation, no changes or modifications in the equipment, wiring, or the mode of operation shall be made without the prior written approval of TMLP and the local wiring inspector.

7.8 Liability for Repairs, Replacements, and Modifications Due to Adverse Conditions. If, due to the interconnection of the Facility, when combined with preexisting facilities interconnected to TMLP's system, the rating of any of TMLP's equipment or the equipment of others connected to TMLP's system will be exceeded or its control function will be adversely affected, TMLP shall have the right to require the customer to pay for the purchase, installation, replacement or modification of equipment to eliminate such condition.

VIII. OPERATING REQUIREMENTS

8.1 General Operating Requirements. Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner, and in accordance with all applicable local, state, federal and industry standard and requirements, including any standards and requirements imposed by TMLP or the municipality where the Facility is located. The customer shall provide equipment on its side of the meter that protects TMLP's system, its employees, contractors, and agents, and any other person from damage and injury.

8.2 No Adverse Effects; Non-interference. The customer shall operate and maintain the Facility to prevent interference and disruption to TMLP's system or prevent a deterioration in service to TMLP's customers. Deterioration of service includes harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. If TMLP believes that the operation of the Facility has or could, cause disruption or deterioration of service to its other customers or damage to TMLP's system, the customer shall promptly cure the problem at its sole expense upon notice by TMLP. The customer shall be responsible for protecting its equipment and facilities from normal disturbances propagating through TMLP's system.

8.3 Monitoring Equipment and Testing. If TMLP has reason to believe that the Facility may be the source of problems on TMLP's system, TMLP shall have the right to install monitoring equipment to determine the source of the problems. If the Facility is determined to be the source of the problems, TMLP may disconnect the Facility and terminate service under these terms and conditions as set forth in Section IX. The customer shall be responsible for the cost of such testing unless such testing shows that the Facility did not cause problem(s) to TMLP's system.

IX. SUSPENSION OF SERVICE AND DISCONNECTION

9.1 General. TMLP may suspend service and disconnect the Facility from its system at any time that TMLP determines, in its sole discretion, that the safety and reliability of TMLP's system may be compromised by the operation of the Facility.

9.2 Routine Inspection, Maintenance, Construction and Repair. TMLP shall have the right to disconnect the Facility from TMLP's system when necessary for routine inspection, maintenance, construction and repairs to TMLP's system. TMLP may disconnect the Facility upon the request of the customer provided that the customer provides a minimum of ten (10) days advanced written notice to TMLP.

9.3 Emergency Conditions. TMLP shall have the right to immediately disconnect the Facility without prior notification when, in the sole judgment of TMLP, continuance of service to the customer is likely to either (i) endanger persons or cause damage to property or (ii) cause an adverse effect on the integrity, reliability, safety or security of TMLP's system or to the electric systems of others to which TMLP's system is directly connected. TMLP shall notify the customer promptly of the emergency condition. Customer shall notify TMLP promptly when it becomes aware of a condition that reasonably may be expected to affect TMLP's system. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both TMLP's and the customer's facilities and operations, its anticipated duration, and necessary corrective action. In the event that the Facility damages TMLP's system or equipment, or the systems or equipment of others connected to TMLP's system, the customer shall be solely responsible for all costs associated with the repair or replacement of such systems or equipment.

9.4 Forced Outages. During any forced outage affecting TMLP's distribution system, TMLP shall have the right to suspend service hereunder in order to repair TMLP's system. TMLP will endeavor to provide the customer with prior notice. Where circumstances do not permit such prior notice to the customer, as determined by TMLP in its sole discretion, TMLP may interrupt service and disconnect the Facility from TMLP's system without such notice.

9.5 Non-Emergency Adverse Operating Effects. In non-emergency situations, TMLP may disconnect the Net Metering Facility if the Facility causes an adverse operating effect on TMLP's system or other customers, if the customer fails to correct such adverse operating effect within 45 days after written notice.

9.6 Modification of the Facility. The Facility shall not be modified without TMLP's express written prior approval. TMLP shall have the right to suspend service hereunder immediately where TMLP reasonably believes that the customer has modified the Facility without receiving prior written approval from TMLP.

9.7 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. TMLP and the customer shall cooperate with each other to restore the Facility and TMLP's system to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

X. METERING

10.1 TMLP Installations. TMLP will install, own and maintain, at customer's sole expense, bi-directional metering that is capable of registering the flow of electricity in each direction. The customer shall be responsible for costs associated with the purchase, installation, operation, maintenance, testing, repair and replacement of metering and data acquisition equipment. The customer may be subject to a monthly metering charge, which shall be set forth in the applicable rates, as may be amended by TMLP from time to time.

10.2 Customer Installations. The customer, at its sole expense, shall furnish and maintain all meter mounting equipment, such as or including meter sockets, test switches, conduits, and enclosures in accordance with applicable TMLP operating requirements and rules, and applicable ISO-NE criteria, rules and standards. Meter sockets shall be installed at a location approved by TMLP. TMLP may

require the installation of a second meter socket, which may be supplied by TMLP at the customer's expense.

10.3 Meter Testing, Inaccuracies and Tampering. The process and requirements for meter testing are set forth in TMLP's General Terms & Conditions for Electric Service, M.G.L. c. 164 and regulations of the Department of Public Utilities.

XI. BILLING AND CHARGES FOR ELECTRICITY

11.1 Minimum Charge. The customer shall be billed the customer charge applicable to the customer's rate class.

11.2 Usage of Energy from TMLP. The customer shall be billed for all kWh usage at TMLP's applicable rate for the customer's rate class for each bill period.

11.3 Generation in Excess of Usage. The customer shall be credited for the excess electricity (kWh) generated and fed to the TMLP system for each bill period at the 'generation charge' applicable to the customer's rate class. Please see TMLP rate sheets for the amount of the generation charge: <https://www.tmlp.com/electric/rates/>.

11.4 Unused kWh Credits. Credits shall carry forward from billing period to billing period until such kWh credits have been exhausted or expired. Credits may not be assigned to another customer or transferred to another account and must be used to offset the customer's electric charges. Excess credits automatically will expire upon the termination of electric service, including temporary terminations for non-payment of charges. All credits also shall expire automatically upon the termination of net metering service.

XII. ACCESS AND REPORTING

12.1 Access and Control. Customer shall provide and/or secure the necessary rights for the installation of any TMLP equipment and facilities and allow access to TMLP's equipment and the customer's Eligible Facility. Upon prior notice, TMLP shall have access to the Facility to make reasonable inspections. TMLP shall identify themselves, inform the customer of the purpose and objectives of the inspection, and shall conduct such inspection in a manner that will not interfere with the construction or maintenance of the Facility. TMLP shall have access to the disconnect switch of the Facility at all times.

12.2 Reporting of Emergencies. The customer shall designate a contact person for the reporting of emergencies at all times. The customer shall provide and update contact information as necessary. All emergencies shall be reported to TMLP to: Taunton Municipal Lighting Plant at 508.824.3111.

12.3 Access to Information. Upon TMLP's request, the customer shall furnish copies of customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Facility or its interconnection with TMLP system.

XIII. LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE

13.1 Indemnification. The customer shall indemnify and hold harmless TMLP and its officers, managers, board members, commissioners, employees, agents and contractors, from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in any way connected with the construction, operation, maintenance, repair and interconnection of the Facility, including the customer's failure to comply with any of TMLP's terms and conditions or any adverse impact to TMLP's system or its other customers.

13.2 Limitation on TMLP's Liability. TMLP shall not be liable to the customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the Facility, and associated equipment and wiring, except to the extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection, approval or non-rejection nor in any other way does TMLP give any warranty, express or implied, as to the adequacy, safety, operability, reliability or other characteristics of any equipment, wiring or devices installed on the customer's premises, including the Facility. **TMLP HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY WORK PERFORMED BY TMLP.**

13.5 Insurance. Residential customers shall maintain insurance in such amount satisfactory to TMLP to cover any damage caused to TMLP's system or to its other customers arising or resulting from or in connection with the construction or operation of the Facility. Unless otherwise agreed by TMLP in writing, Commercial and Industrial customers shall maintain a minimum of five million dollars of insurance to cover any damage caused to TMLP's system or to its other customers arising or resulting from or in connection with the construction or operation of the Facility. The customer shall provide TMLP with proof of satisfactory insurance in such amounts that TMLP deems sufficient for the protection of its system.

XIV. ASSIGNMENT/TRANSFER OF OWNERSHIP OF THE FACILITY

Net metering service is not transferrable. In the event of change of occupancy at the service location or the ownership of the Facility is transferred to a new customer, the new customer shall apply for net metering service. Net metering service will not be provided unless all requirements are met under these terms and conditions or such other requirements imposed by TMLP, and TMLP approves the new application. The existing customer shall remain liable for all charges under this tariff until service under this tariff has been terminated by the customer or TMLP.

XV. ADDITIONAL TERMS AND CONDITIONS/WAIVER AND MODIFICATION

15.1 Amendment of Terms and Conditions. TMLP may amend this tariff and its terms and conditions, and its General Terms and Conditions for Electric Service, as it deems necessary or desirable, in its sole discretion.

15.2 Applicability of General Terms and Conditions. TMLP's General Terms & Conditions for Electric Service shall apply to the extent applicable and to the extent such terms are not inconsistent with any specific provision or requirement herein.

XVI. TERMINATION

Net metering service may be terminated as follows:

16.1 By Customer. The customer may terminate service hereunder by providing sixty (60) days written notice to TMLP. TMLP will provide a final bill during its next billing cycle following the receipt of notice.

16.2 By TMLP. TMLP may terminate net metering service hereunder if: (1) the Facility fails to operate for any consecutive twelve month period, (2) the Facility fails to comply with any requirements or conditions imposed under this tariff or TMLP's rules or policies or any interconnection requirements, whether as part of these terms and conditions or subject to a separate agreement or TMLP's General Terms and Conditions; (3) termination of any agreement with the property owner, if applicable; (4) in the event that the Facility impairs the operation of TMLP's electric distribution system or service to other customers or and the customer fails to cure the impairment, at its sole expense, within a reasonable time, or (5) if there are any changes in applicable regulations or state law that have a material adverse effect on TMLP's ability to provide such service, or TMLP otherwise determines, in its sole discretion, to discontinue offering net metering service to its customers. TMLP also may discontinue net metering service to any customer whose electric service is terminated due to non-payment or violation of TMLP's General Terms and Conditions. Such customers may be required to reapply for net metering service.