

Taunton Municipal Lighting Plant

INTERCONNECTION & NET METERING AGREEMENT
For Customer-Owned, Grid-Connected Electric Generating
Systems of 60kW or Less

This INTERCONNECTION & NET METERING AGREEMENT (“Agreement”) is between _____ (“Customer”) and Taunton Municipal Lighting Plant (“TMLP”). Customer and TMLP may be referred to collectively herein as “Parties” and individually as “Party”.

1. CUSTOMER ELECTRIC GENERATING SYSTEM

Customer shall provide the following information from the Customer’s Net Metering Application and Compliance Form for Installation of Customer-Owned, Grid-Connected Electric Generating System of 60kW or Less:

- System Location/Address:
- System Manufacturer:
- Model (Name and Number):
- Name Plate Electrical Capacity:
- Name Plate Data: kW Volts (Single or Three Phase)
- Energy Source: (Solar or Wind or Fuel Cell or Hydro)

Customer has elected to operate, at its own expense, a net metering system using either a fuel cell, solar, wind or hydropower electric generating system, with a generating capacity of not more than sixty kilowatts aggregated at the service interconnection point, in parallel with the TMLP’s electrical distribution system. This generating system is intended to offset either part or all of the Customer’s electrical requirements.

A separate agreement shall be entered into for each electrical service location of Customer.

The electrical Generating system used by the Customer shall be located on the Customer’s premises. It shall include all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the latest revisions of National Electrical Code (Articles 690 and 705), National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories.

The TMLP shall have the sole authority to determine which interconnection requirements set forth herein are applicable to Customer’s proposed installation.

2. TERMS OF NET METERING BILLING AND ENERGY CREDITING

The TMLP shall determine the net electricity produced or consumed by the Customer during each billing period, in accordance with the TMLP's normal metering practices.

If the electricity supplied by the TMLP exceeds the electricity generated by the Customer, then the Customer shall be billed for the net electricity supplied by the TMLP, at the rate and with the same customer charge(s) paid by other customers of the TMLP in the same rate class as Customer.

If the electricity generated by the Customer exceeds consumption and is distributed back to TMLP during the billing period, then the Customer shall be billed for the same monthly charge(s) as applied to other customers of the TMLP in the same rate class; and shall be credited for the net excess kilowatt-hours generated as applied to the generation and Power Cost Adjustment (PCA) charges during the billing period; with this kilowatt-hour credit appearing on Customer's bill for the following billing period.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

The TMLP may require Customer to interrupt or reduce deliveries as follows: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or (b) if TMLP determines that curtailment, interruption, or reduction is necessary because of emergencies, or compliance with good electrical practices as determined solely by the TMLP.

To the extent reasonably practicable, the TMLP shall give Customer notice of possible interruption or reduction of deliveries.

Notwithstanding any other provision of this Agreement, if at any time the TMLP determines that either (a) the facility may endanger TMLP personnel, or (b) the continued operation of Customer's facility may endanger the integrity of the TMLP's electric system, the TMLP shall have the right to disconnect Customer's facility from the TMLP's electric system. The TMLP will provide the Customer with as much advance notice as is reasonable under the circumstances prior to disconnecting the Customer's generating system but shall not be required to provide any advance notice if immediate action is necessary: (i) to protect persons, or the TMLP's facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or (ii) because of a lack of properly operating protective devices or an inability to inspect the same. Customer's facility shall remain disconnected until such time as TMLP is

satisfied that the condition(s) that caused the problems referenced in (a) or (b) of this section 3.3 have been corrected.

4. INTERCONNECTION

Customer shall comply with TMLP's Interconnection Standards For Customer-Owned, Grid-Connected Electric Generating Systems of 60kW or Less ("Interconnection Standards") and the Net Metering Application and Compliance Form, which are incorporated herein by reference, and shall pay for designing, installing, inspecting, operating, and maintaining the electrical generating system in accordance with all applicable laws and regulations.

NOTE: THE DISCONNECT SHALL NOT BE LOCATED MORE THEN FOUR FEET FROM THE UTILITY (REVENUE) METER. THIS MUST BE STATED AND DETAILED ON THE ONE LINE DAIGRAM.

5. MAINTENANCE AND PERMITS

Customer shall (i) maintain the electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, TMLP's Interconnection Standards, (ii) obtain any governmental authorizations and permits required for the construction and operation of the electric generating system and interconnection facilities, including electrical permit; (iii) reimburse TMLP for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's generating system or failure to maintain Customer's facility as required in this Section. If the TMLP or a regulatory agency at any time determines that the facilities are being operated in an illegal, unsafe or unreliable condition, the TMLP shall have the unilateral right to interrupt and discontinue its receipt of energy and generation without any liability or obligation.

6. DAMAGE TO TMLP'S FACILITIES

If the Customer's generating facilities cause damage to the TMLP's electrical system and/or facilities, customer shall be responsible for all costs associated with the repair and/or replacement of such facilities or equipment.

7. ACCESS TO PREMISES

The TMLP may enter Customer's premises or property (i) to inspect with prior notice at all reasonable hours Customer's protective devices and to read meter; and (ii) to disconnect the interconnection facilities at the TMLP's meter or transformer pursuant to Section 3.3.

8. INDEMNITY AND LIABILITY

The Customer hereby indemnifies and agrees to hold harmless and release Taunton Municipal Lighting Plant and its elected officials, officers, employees

and agents and each of the personal representatives, successors and assigns of any of the foregoing (collectively, the “Indemnities”) 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 and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with: (i) any failure or abnormality in the operation of the Customer’s generating system or any related equipment; (ii) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement (including appendices hereto) which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the generating facility; (iii) any failure of the Customer to duly perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of the Customer or (iv) any negligence or intentional misconduct of Customer related to operation of the generating system or any associated equipment or wiring.

9. FORCE MAJEURE

Suspension of Obligations. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any failure or delay in performance by such Party under this Agreement to the extent such failure or delay is caused by or results from any such cause or condition which is beyond such Party’s reasonable control, or which such Party is unable to prevent or overcome by exercise of reasonable diligence (any such cause or condition, a “Force Majeure”).

Notice; Required Efforts to Resume Performance. Any Party claiming Force Majeure shall give the other Party maximum practicable advance notice of any failure or delay resulting from a Force Majeure, and shall use its reasonable best efforts to overcome the Force Majeure and to resume performance as soon as possible; provided however, that nothing in this Agreement shall be construed to require either Party to settle any labor dispute in which it may be involved.

No Excuse of Payment Obligations. Notwithstanding any other provision of this Agreement, in no event shall a Force Majeure excuse a Party’s failure or delay to pay any amounts due and owing to the other Party under or pursuant to this Agreement.

10. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

11. ASSIGNMENT; BINDING AGREEMENT

The Customer shall not assign its rights under this Agreement to any other Party without the express written consent of Taunton Municipal Lighting Plant. The TMLP may impose reasonable conditions on any such assignment to ensure that all of Customer's obligations under this Agreement are met and that none of Customer's obligations are transferred to the TMLP as a result of default, bankruptcy, or any other cause.

12. NO THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third Party.

13. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto set forth the entire agreement of the Parties and supersede any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement.

14. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (regardless of the laws that might otherwise govern under applicable principals of conflicts of law of such state). Venue for any action arising under or in connection with this Agreement shall be in a court of applicable jurisdiction in Bristol County, Massachusetts.

15. RULES OF CONSTRUCTION; STATUTORY REFERENCES

No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

16. AMENDMENT, MODIFICATIONS OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right

at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

17. NOTICES AND OTHER COMMUNICATIONS

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, or (iv) by facsimile transmission, using facsimile equipment providing written confirmation of successfully completed transmission to the receiving facsimile number. All notices to either Party shall be made to the address set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable.

TAUNTON MUNICIPAL LIGHT PLANT: ATTN:Kimberly Holmes, General Manager P.O. Box 870 Massachusetts 02780 (508) 824-5844 FAX: (508) 823-6931	CUSTOMER: Address: City, State, Zip: Telephone:
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18. ATTACHMENTS

The Agreement includes the following attached documents, which are incorporated by reference:

1. Net Metering Application and Compliance Form; and
2. TMLP's Interconnection Standards; and
3. TMLP's rates.

19. TERM OF AGREEMENT

This Agreement shall be effective on the date written below and shall remain in effect until terminated by either Party on thirty (30) days' prior written notice, or the agreement terminates upon termination of the Customer's TMLP account incidental to a sale by Customer to a new owner, without prejudice to the physical system being the subject of an Interconnection & Net Metering Agreement with the new owner to be effective upon termination of the original customer's TMLP account.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

CUSTOMER:

TAUNTON MUNICIPAL LIGHTING PLANT:

Signature _____
Print Name _____
Date _____

Signature _____
Print Name Kimberly Holmes
Date _____