

INTERCONNECTION & SOLAR NET METERING AGREEMENT

For Customer-Owned, Grid-Connected
Electric Generating Systems of 25kW DC or
Less



This INTERCONNECTION & NET METERING AGREEMENT (“Agreement”) is between _____ (“Customer”) and WAKEFIELD MUNICIPAL GAS AND LIGHT DEPARTMENT (“WMGLD”). Customer and WMGLD may be referred to collectively herein as “Parties” and individually as “Party”.

1. CUSTOMER ELECTRIC GENERATING SYSTEM

1.1 Customer’s Interconnection Application, which includes the location of the electrical generating installation and details on the electrical generating unit(s), is hereby incorporated into this agreement.

1.2 Customer has elected to operate, at their own expense, a Solar Net Metering system with a generating capacity of not more than 25 kilowatts DC in parallel with WMGLD’s electrical distribution system.

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

1.4 The solar installation 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, and Underwriters Laboratories.

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

2. TERMS OF SOLAR NET METERING BILLING AND ENERGY CREDITING

WMGLD shall determine the energy produced and consumed by the Customer during each billing period, in accordance with WMGLD’s normal metering practices.

2.1 Any excess energy generated by the consumer and sent back to the distribution system in a given billing cycle will appear as a Solar Energy Credit.

2.2 Under WMGLD’s current solar rebate program, the Solar Energy Credit rate will be 85% of the Energy Charge rate. The Energy Charge rate is the rate at which the customer buys energy from WMGLD. The Solar Energy Credit rate is the rate at which the customer sells energy back to WMGLD.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

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

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

3.3 Notwithstanding any other provision of this Agreement, if at any time WMGLD determines that either (a) the facility may endanger WMGLD personnel, or (b) the continued operation of Customer's facility may endanger the integrity of WMGLD's electric system, WMGLD shall have the right to disconnect Customer's facility from WMGLD's electric system. Customer's facility shall remain disconnected until WMGLD 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 WMGLD's Interconnection Standards and Interconnection Application and shall pay for designing, installing, inspecting, operating, and maintaining the solar installation in accordance with all applicable laws and regulations.

Customer shall deliver the excess energy to WMGLD at the customer's premises. WMGLD will install and maintain a revenue meter capable of registering the bi-directional flow of electricity at the customer's premises at a level of accuracy that meets all applicable standards, regulations and statutes. WMGLD will install and maintain an additional revenue meter to measure production of the renewable generation source.

Customer shall pay for any non-standard meter electrical hook-up requested by the Customer, only after approval by WMGLD.

Customer shall not commence parallel operation of the solar installation until inspection and written approval of the interconnection has been given by WMGLD.

Such inspection and testing will be conducted by a representative of the solar installer and witnessed by WMGLD. Upon approval, WMGLD will issue a Permission to Operate letter within 2 business days. WMGLD shall have the right to periodically inspect the facility to ensure that appropriate safety standards continue to be met.

Once in operation, Customer shall make no changes or modifications in the equipment, wiring, or the mode of operation without the prior approval of WMGLD.

5. MAINTENANCE AND PERMITS

Customer shall (i) maintain the solar installation and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, WMGLD's *Interconnection Standards*; (ii) obtain any governmental authorizations and permits required for the construction and operation of the solar installation and interconnection facilities, including electrical permit; (iii) reimburse WMGLD 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 WMGLD or a regulatory agency at any time determines the facilities are being operated in an illegal, unsafe, or unreliable condition, or negatively impacting the distribution system, it shall have the unilateral right to interrupt and discontinue its receipt of energy and generation without any liability or obligation.

6. DAMAGE OR INTERFERENCE WITH WMGLD'S FACILITIES

If the generating facilities cause damage to WMGLD'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. If Customer's facilities in any way cause a loss or damage to WMGLD's other customer, retail or wholesale, Customer shall be responsible for such damages, claims and losses.

If Customer's generating facilities causes damage to or interferes WMGLD or its customer's facilities, WMGLD will disconnect the Customers from WMGLD's system until the cause of the damage or interference is remedied.

7. ACCESS TO PREMISES

WMGLD 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 WMGLD's meter or transformer, without notice, if, in the WMGLD's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or WMGLD's facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or lack of properly operating protective devices or inability to inspect the same.

8. INDEMNITY AND LIABILITY

The Customer hereby indemnifies and agrees to hold harmless and release Wakefield Municipal Gas and Light Department and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing (collectively, the "Indemnitees") 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 duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or 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

9.1 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"), including breach of contract or failure of performance by any person providing services to WMGLD which the Department intended to use in its performance under this Agreement.

9.2 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.

9.3 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 Wakefield Municipal Gas and Light Department. The Department 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 Department 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 State 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 the Court of applicable jurisdiction in 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 to either Party shall be made to the addresses set forth below, email preferred.

WAKEFIELD MUNICIPAL GAS AND LIGHT DEPARTMENT:

ATTN: Engineering & Operations
480 North Ave
Wakefield, Massachusetts 01880
Telephone: (781) 246-6363
Email: solar@wmglld.com

CUSTOMER:

Name: _____
Address: _____
City, State Zip: _____
Telephone: _____
Email: _____

18. ATTACHMENTS

The Agreement includes the following attachments and incorporated by reference:

1. Interconnection Application – Solar Net Metering
2. Interconnection Standards

19. TERM OF AGREEMENT

This Agreement shall be and remain in effect until terminated by either Party on thirty (30) days' prior written notice. The Generating System or the Customer may be disconnected from the WMGLD's electrical system at any time if it is considered unsafe or having adverse impact on the existing customers.

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

CUSTOMER

Signature _____
Print Name _____
Date _____

WAKEFIELD MUNICIPAL GAS AND LIGHT
DEPARTMENT

Signature _____
General Manager
Print Name _____
Date _____

This agreement is not transferable. Upon sale of the property, system must be placed in lockout position prior to receiving final bill from WMGLD. New agreement must be executed by both Parties upon transfer of ownership.