

Holden Municipal Light Department Interconnection Agreement for Net Metering Service

This agreement dated the _____ day of _____, 20__, ("Agreement") is by and between Holden Municipal Light Department ("Department"), and _____, ("Customer") (Department and Customer referred to as "Parties").

Whereas, Customer owns or intends to install, own and operate at its own expense, an electric generating facility ("Facility") qualifying for "Net Metering" under the Department's Net Metering Policy, on Customer's premises located at _____, Holden, Massachusetts for the purpose of generating electric energy for its own use;

Now, Therefore, the parties agree:

1. **Net Metering Policy:** The Department's Net Metering Policy ("Policy") and the Department's Terms and Conditions ("Terms and Conditions"), as they may be amended from time to time, regulate this Agreement and are incorporated in this Agreement. In the event of a conflict between this Agreement and the Policy or Terms and Conditions, such Policy and Terms and Conditions shall control.
2. **Generating Facility:** Customer's Facility consists of a (select one) solar __, wind __, hydro __ generating facility located on Customer's premises, with the capacity of not more than ____ (____) kilowatts. The Facility may not exceed 100% of the customer's needs and will be interconnected and operated in parallel the Department's electric system. (In the event that other net metering facilities exist on the customer's property, the combined output shall not exceed 100% of the customer's needs.) It is intended solely to offset part or all of the Customer's own electrical requirements. The Facility, and all the equipment to be installed, is owned by the Customer. Leased systems, or systems owned by someone other the property owner, are only allowed if there is no associated power contract or sale of electricity involved.
3. **Term:** This agreement shall commence when signed by both the Department and Customer and terminate with any change in ownership, or by written agreement signed by both parties.
4. **Definition of Terms:** Net Energy is the difference between electricity supplied through the Department's electric system to Customer and electricity generated by Customer and fed back to the Department's electric system over the applicable billing period.
5. **Metering and Measurement of Net Energy:** Customer shall provide space for the Department's metering equipment, meter base and all necessary wiring. Customer may be required to provide a working telephone connection or internet connection at the meter point. The Department shall install, at the sole expense of Customer, bi-directional metering that is capable of registering the flow of electricity in each direction. The Department will be responsible for the maintenance and service of the bi-directional metering equipment. Customer shall be responsible for all other expenses involved in purchasing and installing facilities necessary for meter installation. For purposes of gathering research data, the Department may, at its expense, install and operate additional metering and data-gathering devices.
6. **Price and Payment:**
 - a. During a billing period, if Customer uses more electricity than it feeds back into the Department's system, Customer will be billed based on the rate applicable of Customer's class of service.
 - b. If during a billing period, Customer feeds back on to the Department's system more electricity than is supplied by the Department, Customer will be billed the minimum charge applicable to Customer's class of service and be credited for the excess electricity (KWH) generated and fed on to the Department's system. Any excess KWH shall carry forward from billing period to billing period, until any excess has been utilized.
 - c. For the billing period ending in first month following each anniversary date of the project going into service (or at the termination of service), if any unused excess KWH have

Holden Municipal Light Department Interconnection Agreement for Net Metering Service

been accumulated during the previous 12 months, the Department will credit Customer's account an amount equal to the unused excess KWH times the average of the wholesale cost of power per KWH, excluding transmission costs, for the previous 12-month period.

- d. In the event that Customer installs a facility that exceeds 100% of its needs, the Department will not reimburse Customer for any excess electricity fed back to the Department's system.
 - e. Under no circumstance shall the output from the Facility be sold to a third party or credited to a third party or another Department customer.
7. **Interconnection:** Customer shall provide the interconnection on Customer's side of the meter. At Customer's expense, the Department shall make reasonable modification to the Department's system necessary to accommodate Customer's facility. The cost for such modifications is \$_____ due in advance of construction. Customer shall build, operate and maintain the Facility so that it meets or exceeds all applicable safety, power quality, interconnection requirements and performance standards including those established by the Massachusetts State Building Codes, the Massachusetts Department of Public Utilities, the National Electric Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories and the Town of Holden. The Department's written approval of Customer's protection-isolation method to ensure generator disconnection in case of a power interruption from the Department's system is required before service is provided under this agreement.
8. **Disconnect Switch:** Customer shall furnish and install on Customer's side of the meter a safety disconnect switch which shall be capable of fully disconnecting the Customer's electrical generating equipment from the Department's system. The disconnect switch shall be located adjacent to the Department's meter and shall be a visible break type metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible by Department personnel at all times. The Department shall have the right to disconnect the Facility from the Department's system at the disconnect switch when necessary to maintain safe electrical operating conditions or, if, in the Department's sole judgment, the Facility at any time adversely affects the Department's operation of its electrical system or the quality of the Department's service to other customers. The Department may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system.
9. **Functional Standards:** Customer shall furnish, install, operate and maintain in good order and repair, all without cost to the Department, all equipment required for the safe operation of the Facility in parallel with the Department's system. This equipment shall include, but not limited to, equipment necessary to establish automatically and maintain synchronism with the Department's electric supply and a load break switching device that shall automatically disconnect the unit from the Department's system in the event of overload or outage on the Department's system. The Facility shall be designed to operate within allowable voltage variations of the Department's system. The Facility shall not cause any adverse effects upon the quality of service provided to the Department's other customers.
10. **Installation and Maintenance:** Excepting only metering equipment owned by the Department, all equipment on Customer's side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed and maintained in good operating condition by Customer, and shall remain the property and responsibility of Customer. Customer shall keep records of all Facility maintenance. Such records shall be available to the Department for inspection upon request and reasonable notice. If Customer's Facility damages the Department's system, Customer shall be responsible for all costs associated with the repair and/or replacement of the damaged portion of the Department's system. Customer shall maintain insurance coverage that would cover any damage to the Department's system in the event of the operation or mis-operation of the Facility. Such insurance shall list the Department as an additional insured. Once in operation, Customer shall make no changes or modifications to the Facility, including to the equipment, wiring, or the mode of operation without the prior written

Holden Municipal Light Department Interconnection Agreement for Net Metering Service

approval of the Department. Customer will remove the Facility from service and cause inspection of all function parts by a qualified person at least every two years.

11. **Indemnification and Limitation of Liability:** Customer hereby indemnifies and agrees to hold harmless and release the Department 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 Facility; (ii) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement that results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the Facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the Facility; (iii) any failure of Customer to duly perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of Customer or (iv) any negligence or intentional misconduct of Customer related to operation of the Facility or any associated equipment or wiring.

The Department shall not be liable hereunder for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

12. **Pre-operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment shall be inspected and approved by the Town of Holden's electrical inspector and any other governmental authority having jurisdiction.
13. **Access:** Authorized Department employees shall have the right to enter upon Customer's property for the purpose of operating the disconnect switch and meter and making additional tests and inspections concerning the operation and accuracy of its meter and Customer's protective devices.
14. **Force Majeure:**
- 14.1 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")
- 14.2 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 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.
- 14.3 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.

Holden Municipal Light Department Interconnection Agreement for Net Metering Service

15. **Assignment; Binding Agreement:** The Customer shall not assign its rights under this Agreement to any other Party without the express written consent of the 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.
16. **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.
17. **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 Worcester County, Massachusetts.
18. **Entire Agreement:** This Agreement, the Policy and Terms and Conditions which are incorporated herein by reference, 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.
19. **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.
20. **Notices:** 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.

HMLD:

ATTN: General Manager

One Holden Street

Holden, MA 01520

Telephone: (508) 210-5400

FAX: (508) 210-5407

CUSTOMER:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

FAX: _____

21. **No Waiver:** 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.

**Holden Municipal Light Department
Interconnection Agreement for Net Metering Service**

22. **Term of Agreement:** This Agreement shall be effective on the date first written above and shall remain in effect until terminated by either Party on thirty (30) days' prior written notice.

In witness whereof, the Department and Customer have, by their duly authorized representatives, executed this agreement in duplicate effective as of the day and year first above written.

Customer:

By:_____

Title:_____

Signature:_____

Date:_____

HOLDEN MUNICIPAL LIGHT DEPARTMENT

By:_____

Title:_____

Signature:_____

Date:_____