

**NORTH ATTLEBOROUGH ELECTRIC DEPARTMENT**

**Approved by the Board of Electric Commissioners on July 27<sup>th</sup>, 2020**

**Effective Date: September 1st, 2020**

**Tariff and Terms and Conditions for Net Metering Service**  
**Customer-Owned Renewable Energy Generating Facilities**

This tariff and its terms and conditions govern the provision of Net Metering Service and the construction of net metering Facilities (“Net Metering Facility” or “Facility”) in North Attleborough Electric Department’s (“NAED”) service territory. Net metering means the process of measuring the difference between electricity delivered by NAED and electricity generated by a customer’s facility and fed back to NAED. Customers may own or lease and install eligible renewable generation facilities on the customer’s premises behind the meter solely for the customer’s own use and consumption. Virtual net metering is not permitted in NAED’s service territory.

**I. AVAILABILITY**

Net metering service is available to Eligible Customers (as defined herein) of NAED with Eligible Facilities (as defined herein), subject to the following provisions and NAED’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, NAED 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.

Customers receiving net metering service prior to the effective date of this tariff will continue to receive service under the rates, net metering policy, and terms and conditions in effect at the time of approval. Provided however, these terms and conditions shall govern net metering service to existing customers where not inconsistent.

**II. ELIGIBLE CUSTOMERS**

Net metering service is available to existing residential, commercial, and industrial customers located within NAED’s electric service territory who install Eligible Facilities on their property located at the customer’s service address for the purposes of offsetting their own electric power requirements located at such service address (“Eligible Customers”). Eligible Customers must be in good standing and current on their electric bills at the time of application.

**III. ELIGIBLE FACILITIES**

“Eligible Facilities” shall be limited to Facilities using renewable energy to generate power, including associated wiring and equipment, which are installed on the customer’s premises behind the 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. The energy generated from the Facility must be consumed by the customer at the site of the Facility. 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 Customer-Owned or Leased Facilities.** The customer must own or lease the Facility. Permitted lease arrangements are those where the monthly lease payment is based on the fair market rental value of the generation equipment at the commencement of the lease term or some other generally accepted methodology for determining the fair rental value of the equipment that is not based on the energy generated by the equipment or kWh usage of the customer.

**4.2 Sales Prohibited.** In no circumstances shall the output from a Facility be sold or credited to a third party or any other customer.

**4.3 Facility Size.** Eligible Facilities shall not exceed kWh production higher than the customer's kWh usage for the prior 12-month period, as determined by NAED. In no event shall Eligible Facilities exceed 500 kW Alternating Current. NAED 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, including calculations and assumptions used.

**4.4 Aggregate Capacity.** The maximum kW connected to NAED's electric facilities shall not exceed 6% of NAED's all-time peak load. [For information purposes only, as of the date of the adoption of this tariff, NAED's maximum all-time peak is 63,090 kW, reached in 2006. Maximum aggregate capacity shall be 3,785 kW Alternating Current. This amount may be subject to adjustment from time to time, as NAED's Electric Peak changes.]

**4.5 Backup Generation.** The customer may utilize a backup generator for emergency backup power arising from an outage on NAED's system, 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.

**4.6 Energy Storage Systems.** The Customer shall not pair the Facility with an Energy Storage System ("ESS") unless: (1) the ESS is charged only from the Net Metering Facility and cannot export to the electrical grid; and (2) the ESS is charged from both the net metering facility and the electrical grid, but cannot export to the electrical grid.

#### **V. APPLICATION AND FORMS**

Any customer desiring to receive net metering service must submit a completed application on NAED's net metering service forms and pay the required application fee prior to the installation of the Facility. (A copy of the Net Metering Application Form is appended hereto as Attachment A"). 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; and (c) a copy of the lease for the Facility where applicable. NAED 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 NAED's distribution system or operations. Installation of the Facility shall not commence until NAED approves the application and all requirements set forth herein are met.

#### **VI. INTERCONNECTION REQUIREMENTS**

The customer shall comply with NAED's interconnection standards and requirements in effect at the time of application and shall make interconnection arrangements with NAED upon such terms and conditions acceptable to NAED. 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 NAED, the Facility will automatically disconnect from the NAED system.

## **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”), Town of North Attleborough, and NAED. Upon completion of construction, the customer shall provide NAED 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 Town of North Attleborough and any governmental body with jurisdiction over renewable 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 NAED’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, NAED will conduct an inspection of the Facility to ensure that the installation of all equipment and all electric connections meet NAED’s requirements, including the provisions of this tariff and NAED’s General Terms and Conditions for Electric Services. NAED shall have the right to disconnect the Facility and refuse to provide net metering service if NAED determines that any requirements are not met. If the Facility passes inspection, NAED may conduct periodic inspections to ensure continued compliance with NAED’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 NAED 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 NAED side by NAED. 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, NAED 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 inverters are not be 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 NAED’s system by an automatic line recloser operation.

**7.7 No Unauthorized Changes to Equipment.** Once in operation, the customer shall not make any changes or modifications in the equipment, wiring, or the mode of operation without the prior written approval of NAED 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 NAED's system, the rating of any of NAED's equipment or the equipment of others connected to NAED's system will be exceeded or its control function will be adversely affected, NAED 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 NAED or the Town of North Attleborough. The customer shall provide equipment on its side of the meter that protects NAED's system, its employees, contractors, and agents, and any other person from damage and injury.

**8.2 Routine Testing and Inspections.** For installations in excess of 25kW AC, the customer shall remove the Facility from service and cause inspection of all functioning parts by a qualified person at least every two years. Customer shall retain all records pertaining such inspection and will make them available for NAED review upon request by NAED.

**8.3 No Adverse Effects; Non-interference.** The customer shall operate and maintain the Facility to prevent interference and disruption to NAED's system or prevent a deterioration in service to NAED'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 NAED believes that the operation of the Facility has or could, cause disruption or deterioration of service to its other customers or damage to NAED's system, the customer shall promptly cure the problem at its sole expense upon notice by NAED. The customer shall be responsible for protecting its equipment and facilities from normal disturbances propagating through NAED's system.

**8.4 Monitoring Equipment and Testing.** If NAED has reason to believe that customer's installation may be the source of problems on NAED's system, NAED 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, NAED may disconnect the Facility and terminate service under these terms and conditions of service 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 NAED's system.

## **IX. SUSPENSION OF SERVICE AND DISCONNECTION**

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

**9.2 Routine Inspection, Maintenance, Construction and Repair.** NAED shall have the right to disconnect the Facility from NAED's system when necessary for routine inspection, maintenance, construction and repairs to NAED's system. NAED 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 NAED.

**9.3 Emergency Conditions.** NAED shall have the right to immediately disconnect the Facility without prior notification when, in the sole judgment of NAED, 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 NAED's system or to the electric systems of others to which NAED's system

is directly connected. NAED shall notify the customer promptly of the emergency condition. Customer shall notify NAED promptly when it becomes aware of a condition that reasonably may be expected to affect NAED'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 NAED's and the customer's facilities and operations, its anticipated duration, and necessary corrective action. In the event that the Facility damages NAED's system or equipment, or the systems or equipment of others connected to NAED'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 NAED's distribution system, NAED shall have the right to suspend service hereunder in order to repair NAED's system. NAED will endeavor to provide the customer with prior notice. Where circumstances do not permit such prior notice to the customer, as determined by NAED in its sole discretion, NAED may interrupt service and disconnect the Facility from NAED's system without such notice.

**9.5 Non-Emergency Adverse Operating Effects.** In non-emergency situations, NAED may disconnect the Net Metering Facility if the Facility causes an adverse operating effect on NAED'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 NAED's express written approval. NAED shall have the right to suspend service hereunder immediately where NAED reasonably believes that the customer has modified the Facility without receiving prior written approval from NAED.

**9.7 Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. NAED and the customer shall cooperate with each other to restore the Facility and NAED'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 NAED Installations.** NAED 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 shall be subject to a monthly metering charge, which shall be set forth in the applicable rates, as may be amended by NAED 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 NAED operating requirements and rules, and applicable ISO-NE criteria, rules and standards. Meter sockets shall be installed at a location approved by NAED. NAED may require the installation of a second meter socket, which may be supplied by NAED at the customer's expense.

**10.3 Meter Testing, Inaccuracies and Tampering.** The process and requirements for meter testing are set forth in NAED'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 NAED.** The customer shall be billed for all kWh usage at NAED'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 at the Energy Charge of the customer's rate class for the excess electricity (kWh) generated and fed to the NAED system for each bill period. Such kWh 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.

**11.4 Unused kWh Credits.** On January 1<sup>st</sup> each year, any unused credits automatically will expire and shall be removed from the invoice regardless of when the Facility was installed. Excess credits automatically will expire upon the termination of electric service, including temporary terminations for non-payment of charges. All credits also shall expire 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 NAED equipment and facilities and allow access to NAED's equipment and the customer's Eligible Facility. Upon prior notice, NAED shall have access to the Facility to make reasonable inspections. NAED 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. NAED 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 NAED to: 508-643-6300\_\_\_\_\_.

**12.3 Access to Information.** Upon NAED'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 NAED system.

## **XIII. LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE**

**13.1 Indemnification.** The customer shall indemnify and hold harmless NAED 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 NAED's terms and conditions or any adverse impact to NAED's system or its other customers.

**13.2 Limitation on NAED's Liability.** NAED 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 NAED 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.

**NAED HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY WORK PERFORMED BY NAED.**

**13.5 Insurance.** Residential customers shall maintain a minimum of one million dollars of insurance to cover any damage caused to NAED's system or to its other customers arising or resulting from or in connection with the construction or operation of the Facility. Commercial and Industrial customers shall maintain a minimum of five million dollars of insurance to cover any damage caused to NAED'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 NAED with proof of satisfactory insurance in such amounts that NAED 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 that ownership of the Facility is transferred to a new customer, the new customer shall file a new application 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 NAED, and NAED 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 NAED.

**XV. ADDITIONAL TERMS AND CONDITIONS/WAIVER AND MODIFICATION**

**15.1 Amendment of Terms and Conditions.** NAED 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.** NAED'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 NAED. NAED will provide a final bill during its next billing cycle following the receipt of notice.

**16.2 By NAED.** NAED 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 NAED's rules or policies or any interconnection requirements, whether as part of these terms and conditions or subject to a separate agreement or NAED's General Terms and Conditions; (3) in the event that the Facility impairs the operation of NAED'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 (4) if there are any changes in applicable regulations or state law that have a material adverse effect on NAED's ability to provide such service, or NAED otherwise determines, in its sole discretion, to discontinue offering net metering service to its customers. NAED also may discontinue net metering service to any customer whose electric service is terminated due to non-payment or violation of NAED's General Terms and Conditions. Such customers may be required to reapply for net metering service.