



NORTH ATTLEBOROUGH ELECTRIC DEPARTMENT

A CUSTOMER OWNED UTILITY
Serving Our Community Since 1894



NET METERING CUSTOMER SITED RENEWABLE GENERATION FACILITIES POLICY

APPROVED BY THE BOARD OF ELECTRIC COMMISSIONERS: June 28th, 2016
Previously Approved: November 5th, 2012

SECTION 1: APPLICABILITY:

- A. Net metering service is available on a limited basis to NAED's customers ("Customer") who currently receive electric service from the North Attleborough Electric Department (NAED).
- B. Net metering service will be allowed only for solar, wind, fuel cell or hydroelectric generation facilities of **500 kW or less**, which are owned or leased by the Customer, and which are located on the Customer's property behind the meter, for the purpose of offsetting all or part of that Customer's own electric power requirements.
- C. The use of a Facility ("solar facility" for the purposes of this policy) for providing service to a third party is strictly prohibited. Under no circumstances shall output from the Facility be provided or credited to any third party.
- D. The availability of net metering is subject to NAED's "Terms & Conditions for Service (referred to as "NAED Terms & Conditions" in this policy). "Terms and Conditions" shall also apply to service under NAED's tariffs, where not inconsistent with any specific provision hereof.
- E. NAED may impose additional terms and conditions as it deems necessary, in its sole discretion, for the protection of its electric system, service territory or its customers.
- F. The cumulative generating capacity of all Facilities in NAED's service territory shall not exceed three percent (3%) of its historic peak load.
Further, in its sole discretion, NAED may further limit the cumulative generating capacity of all Facilities in its service territory, or within a specific geographic area, and/or where located on a specific electrical circuit.
- G. Net metering, for the purposes of this policy, has the following characteristics:
 - 1. Kilowatt-hours (KWH) generated in excess of the Customers immediate needs will flow back to the NAED Distribution System;
 - 2. NAED will install metering that records KWH flow both from NAED to the Customer, and, from the Customer to NAED;
 - 3. Excess generation will reduce the metered KWH consumed by the Customer and will be available for Customer use at times when excess

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generation is not available;

4. Excess generation will not carry over to the next month. At the end of the monthly billing cycle, any recorded excess generation will be erased. No payment under this policy will be made for any such generation that is in excess to the Customer's monthly billing cycle needs.

SECTION 2: ELIGIBILITY:

To be eligible for service under this Tariff, the Facility must satisfy all of the following conditions:

- A. The Facility generates energy from solar, wind, fuel cell or hydroelectric sources;
- B. The AC nameplate rating of the Facility may not exceed 90% of Customer's highest demand peak (**as determined solely by NAED**) for the twelve month period preceding the date on which Customer signs the Application set forth in Attachment 1 and each anniversary thereof or 500 kW, whichever is lower;
- C. The Facility must operate with balanced loading on each supply line;
- D. The Customer must own or lease the Facility. The rental payment under any such lease must be based on the fair market value of the Facility at the commencement of the lease term or some other generally accepted methodology for determining the fair rental value of the Facility;
- E. The Facility must be located on the Customer's premises behind the meter;
- F. The cumulative generating capacity cap, as determined herein, has not been Reached. (See Section 1. F.)
- G. The Customer has made interconnection arrangements on terms and conditions acceptable to NAED,
- H. The Customer has received NAED's written approval prior to the installation of the Facility.

SECTION 3: APPLICATION:

- A. Prior to the installation of Facility, the Customer must submit a completed application, Attachment 1, and pay the application fee as may be determined by NAED. The application form, fee, and process may be modified at any time by NAED.
- B. As part of the Application Process the Customer must submit:

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1. An electrical one line diagram or sketch showing major pieces of equipment and how they will be interconnected relative to the service entrance panel and electric revenue meter;
 2. Manufacturer's specification sheet for inverter(s);
 3. A copy of Customer's Facility lease, if applicable;
 4. The requisite application fee.
- C. NAED reserves the right to request additional information as it deems necessary in order to review the potential impact of the Customer's proposed Facility on NAED's system or distribution operations.
- D. NAED may deny any application if (i.) there is any deviation or non-conformity With these terms and conditions or (ii.), in NAED's opinion, the proposed Facility will have an adverse impact on NAED's system or otherwise will impair the operation of NAED's electric distribution system or the provision of electric service to any other customer.
- E. In the event that a transfer of ownership of the Facility to a new Customer occurs, the new Customer must file an application, which shall be subject to NAED approval.

SECTION 4: RESTRICTIONS:

- A. Electricity generated from the Facility must be for the Customer's own use. All KWH generated by the Facility must flow to the Customer, or, directly to the NAED Distribution System. No KWHs generated will be allowed to flow over NAED Distribution Supply Lines to any other location or to the benefit of any third party.
- B. Any arrangements which involve sales of electricity to the Customer from the Facility are strictly prohibited, and the Customer shall not resell or credit electricity generated from the Customer's Facility to any third party.

NOTE:

Per NAED'S "Terms & Conditions, Article 3.04 (a) provides, in part: "All electricity delivered hereunder shall be for the exclusive use of the customer and shall not be resold. NAED "Terms & Conditions, Article 3.04 (b), provides: "A Customer may furnish electric energy for the use of his or her tenants or occupants, provided that the Customer shall not resell, make a specific charge for, re-meter or sub meter, or measure any of the electric energy so redistributed or furnished. The Customer shall be responsible for payment for all electricity consumed."

SECTION 5: CUSTOMER RESPONSIBILITIES:

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A. Equipment and Operation

1. The Customer shall design, install, operate and maintain the Facility, or shall cause such, so that it meets or exceeds all applicable safety and performance standards, including but not limited to the Massachusetts Building Code, the Massachusetts Department of Public Utilities' regulations, the National Electric Code, the National Electrical Safety Code, IEEE, Underwriters Laboratory (UL), local requirements and NAED's General Terms & Conditions for Service (referred to as "NAED Terms & Conditions" in this policy), and any additional requirements imposed by the Town of North Attleborough and/or NAED.

NOTE:

Per NAED'S "Terms & Conditions", Article 3.05 (a) provides: "All Customer apparatus shall be suitable for compatible operation with the service supplied by the Department and Customer shall not use the service for any purpose or with any apparatus which would cause a disturbance on the lines, mains or systems of the Department sufficient to impair or render unsafe the service supplied by the Department to its other Customers.

NAED "Terms & Conditions, Article 3.05 (b), provides: "The Customer shall be liable for any damages resulting on the Department's apparatus or facilities or to other Customers caused by failure to comply with any provisions of this article."

2. The Customer shall be responsible for all applicable permits, governmental approvals, and NAED costs, for the installation, operation and maintenance of the Facility.
3. The Customer is further responsible to advise NAED, in a timely manner, of any changes to the Facility that may occur subsequent to approval by NAED of application for the Facility. NAED reserves the right to require such information and documentation as it, NAED, solely believes is required to assess and assure the safety of the Facility's operation and compliance with this policy.
4. The Customer shall be responsible for installing the necessary metering, meter socket, and wiring between the output of the generating source and the customer's main electrical service.
5. The Customer shall provide a readily accessible safety disconnect device, at an NAED approved location, located adjacent to NAED's metering equipment that shall be accessible to NAED personnel at all times.
6. The Facility shall be designed and operated such that, upon loss of supply

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voltage from NAED, the Facility will automatically disconnect from the NAED system. Inverter(s) must comply with the requirements of the UL1741 standard and be labeled in accordance with NEC-2011 694.78 and 694.60 stating they are for "Utility Interactive" use. Multimode inverters shall not be allowed.

7. Upon completion of the installation of the Facility, the Customer shall cause the Facility to be inspected and certified by the local wiring inspector. The Customer shall return the "REQUEST TO CONNECT" form, appearing as Attachment 2, to NAED, 275 Landry Avenue, North Attleborough, MA 02760.
8. Inspections
 - a. Within ten (10) business days after the receipt of the Certificate of Completion, NAED shall, upon reasonable notice, and at a mutually convenient time, be allowed to conduct inspection(s) of the Facility, to ensure that all equipment has been appropriately installed and all connections have been made in accordance with the requirements herein and any applicable NAED policies or construction requirements.
 - b. The customer shall be responsible for NAED's costs to inspect the Facility as a requisite for allowing the Facility's interconnection to NAED's distributionsystem.
 - c. NAED will conduct annual inspections to ensure that all equipment has been appropriately installed and all connections have been made in accordance with the requirements herein and any applicable NAED policies or construction requirements.
 - d. NAED may conduct any additional inspections of the Facility as needed to ensure compliance with the above referenced requirements.
9. NAED has the right to disconnect the Facility in the event of improper Installation, system failure, or failure to return the Certificate of Completion to NAED.
10. As-Built Drawings: Before service commences under this Tariff and before the Facility may be energized, Customer shall provide NAED with an as-built drawing of the Facility.
11. Failure to comply with any provision herein shall be grounds for suspension of service or disconnection of the Facility.

B. Damage to NAED's System

The Customer shall be responsible for any and all damages to NAED's electric distribution system caused by the installation, operation or maintenance of the Facility, including all costs of repairs and replacements, as NAED deems necessary, for the safe and reliable operation of its electric system.

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C. Insurance

The Customer may be required to maintain insurance in an amount, as determined by NAED, to cover any potential damage to NAED's system arising or resulting from the Customer's installation, operation, or maintenance of the Facility. If required to maintain insurance, the Customer shall list NAED as an additional insured and provide NAED with satisfactory proof of insurance upon NAED's request.

D. Equipment and Upgrades to NAED's System

The customer shall be responsible for the costs of equipment, including any metering equipment, and any needed upgrades to NAED's electric distribution system, needed to interconnect customer's generation facility with NAED's electric distribution system or to otherwise accommodate the customer's generation facilities.

E. Lease

If Customer has leased the Facility then Customer shall provide NAED with a copy of the lease pursuant to Section 3(C) and shall further provide NAED with a copy of any changes or amendments to the lease made after the initial lease is provided to NAED.

SECTION 6: LIMITATION ON LIABILITY

- A. NAED shall not be liable to the Customer or any person for any injuries, casualties, losses, damages, fees or penalties, on the basis of any theory, whether in contract or tort, arising from, relating to or caused by the 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.
- B. Neither by inspection nor non-rejection nor in any other way does NAED give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises, including the Facility.

SECTION 7: INDEMNIFICATION

- A. The Customer shall indemnify and hold harmless NAED, its board members, managers, employees, representatives, agents, consultants, attorneys and assigns, from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, payments and liabilities, together with any costs and expenses (including attorneys' fees) incurred in connection with, resulting from, relating to or arising out of the construction, operation, maintenance and repair of the Facility, including the Customer's failure to comply with these Terms and

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Conditions or any abnormality or failure in the operation of the Facility, or any adverse impact to NAED's system or its other customers.

- B. NAED's right to indemnification shall continue in effect after the removal and disconnection of the Facility.

SECTION 8: TERMINATION OF SERVICE, REMOVAL AND/OR DISCONNECTION OF THE FACILITY; INSPECTION

- A. NAED may terminate service for the following reason(s):
1. if the Facility (i.e. "solar facility") fails to operate for any consecutive twelve month period;
 2. if there is a transfer of ownership of the Facility to a new Customer such Customer has not filed a new application with NAED within 30 days of such transfer and obtained NAED's approval;
 3. if the Facility impairs the operation of NAED's electric distribution system or service to other customers or materially impairs the local circuit and the Customer does not cure the impairment at its sole expense, and/or
 4. net metering service is discontinued by NAED, in its discretion.
- B. Except in an emergency, the Customer shall provide NAED with 30 days' advance written notice of the permanent removal or disconnection of the Facility.
- C. The Customer immediately shall disconnect the Facility, upon NAED's request, if NAED determines that the Facility impairs the operation of its electric distribution system or service to its other customers, or if service is otherwise terminated by NAED as provided herein.
- D. NAED may disconnect the Facility from NAED's electric distribution system upon termination and at any time it deems that the safety and stability of NAED's electric distribution system may be compromised as determined by NAED in its sole discretion.
- E. A Customer may utilize a backup generator for emergency backup power (due to loss of utility supplied power), conditional upon the Facility being connected to the utility side of the generator transfer switch.
- Under no circumstances shall a renewable generation Facility be allowed to synchronize with a backup generator.
- F. NAED may enter Customer's premises or property: (i.) to inspect with prior notice at all reasonable hours the Facility, including its protective devices, (ii.) to read, inspect, repair and/or replace the meter, and (iii.) to disconnect the Facility, as applicable, pursuant to NAED's "Terms & Conditions" and this Policy.

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SECTION 9: BILLING

- A. The Customer will be billed for the electricity provided by NAED at the rate applicable to the Customer's class of service.
- B. In the event that the Customer generation exceeds its usage in a given billing cycle, then the Customer will be billed the minimum charge applicable to the Customer's class of service.
- C. No payments will be made by NAED to the Customer for any excess generation received by it for such billing cycle.
- D. Any excess generation, received by NAED at the time of billing cycle, will be cleared. There will be no carryover of excess generation from month to month.

SECTION 10: ADDITIONAL TERMS AND CONDITIONS

- A. NAED's Terms & Conditions, as may be amended from time to time, shall apply.
- B. NAED may impose additional terms and conditions as it deems necessary, in its sole discretion, for the protection of its electric distribution system, service territory, or its customers.

- - - END OF POLICY - - -



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CUSTOMER SITED RENEWABLE GENERATION FACILITIES
POLICY**

APPROVED BY THE BOARD OF ELECTRIC COMMISSIONERS: June 28th, 2016
Previously Approved: November 5, 2012

Net Metering Application Form

PROJECT ID: NM500 -

Contact Information:

Customer Name (print): _____

Address of Interconnection Facility: _____

Legal Name and Address of Interconnecting Customer Applicant

City: _____ State: _____ Zip Code: _____

Telephone: (Daytime): _____ (Evening): _____

E-Mail Address: _____

Alternate Contact Information:

(e.g., System Installation Contractor or Coordinating Company)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Daytime): _____ (Evening): _____

E-Mail Address: _____

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PROJECT ID: NM500 - **LOCATION:** _____

Electrical Contractor:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Daytime): _____ (Evening): _____

E-Mail Address: _____ License Number: _____

Facility Information:

NAED Account Number (on bill): _____ - _____

Inverter Manufacturer: _____ Model: _____ Quantity Used: _____

System Design Rating (AC): _____ kW _____ kVA _____ Voltage

Single Phase: Three Phase: UL 1741 Utility-Interactive Listed/Labeled: Y N

Energy Source: Solar Wind Hydro Natural Gas Other: _____

Prime Mover: Solar Panels Fuel Cell Wind Other: _____

Generation Facility is for Customer Use Only: Y N Customer Owned: Y N

Generation Facility Leased: Y N If Leased, Payment Terms kWh Based: Y N

Estimated Installation Date: _____ Estimated In-Service Date: _____

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PROJECT ID: NM500 - LOCATION: _____

Information to be Provided by the Customer

Please attach One-Line Drawing, Inverter Specifications, Manufacturer's Documentation showing UL-1741 Listing for the Equipment to be installed, copy of Lease if applicable, and other relevant information which will allow NAED to make an informed evaluation of the proposed Generation Facility

Please include application fee of: \$ 140.00

Customer Signature

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true, and, that I have reviewed and agree to the NAED's Terms and Conditions:

Interconnecting Customer Signature: _____ Date: _____

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PROJECT ID: NM500 - **LOCATION:** _____

ATTACHMENT 1

APPROVAL TO INSTALL FACILITY

(For NAED use only)

A site specific study may be required to evaluate this project and the impact upon NAED’s Distribution System and neighboring customers.

All costs shall be paid for by the Customer.

No Study Required [] Study Required [] Estimated Cost: \$ _____

Documentation Complete including One-Line Drawing / Inverter Specifications:
Yes [] No []

Are Customer Generation System Modifications required:

Yes [] No [] To be Determined []

Application Fee Received: []

Notes / Comments:

Installation of the generation facility is approved contingent upon the terms and conditions of this Policy, and agreement to any system modifications, if required.

NAED Design Approval: _____ Title: _____ Date: _____

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PROJECT ID: NM500 LOCATION: _____

ATTACHMENT 2
REQUEST BY CUSTOMER
TO CONNECT AND OPERATE FACILITY

The Equipment was installed and will be operated in accordance with the approved design:
Y [] N []

Notes / Comments:

Information to be provided by the Customer with this Request

- As-Built One-Line Drawing**
- As-Built Inverter Specifications**
- Copy of Lease, if applicable**
- Copy of Signed Inspection Certificate(s)**

Please include Inspection Fee of: \$ 140.00

Customer Signature:

I hereby certify that, to the best of my knowledge, the Equipment installation is complete, the Equipment was installed in accordance with the approved design, and, that the information provided in this application is true.

I further certify that the system was installed and inspected in accordance with the local Building/Electrical code(s).

Customer Signature: _____ Date: _____

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PROJECT ID: NM500 - **LOCATION:** _____

ATTACHMENT 3

NAED FINAL APPROVAL

APPROVAL TO CONNECT AND OPERATE FACILITY

(For NAED use only)

Town of North Attleborough Wiring Inspection

The generation facility has been installed and inspected in compliance with the local Building/Electrical Code of North Attleborough.

Signed Electric Permit No.: _____ Date: _____ Copy of Permit Received: Y [] N []

NAED Inspection Fee Received: []

As Built Drawing Submitted: Y [] N []

North Attleborough Electric Department Inspection Complete: []

Notes / Comments:

Approved: [] Not Approved: []

NAED Connection Approval: _____ Title: _____ Date: _____