



Appendix E – RMLD

Customer-Owned Generation Requirements and Guidelines

For Residential Customer-Owned Generation Under 20 kW:

This tariff and the terms and conditions contained herein govern generation facilities located on a residential customer's premises, where such facilities are owned or leased by the residential customer, located on the customer's premises, and used solely for the purpose of the customer's own consumption.

Availability: Bi-directional metering is available to generation facilities owned or leased by a residential customer, located on the residential customer's property where such customer currently receives service from RMLD, for the purpose of offsetting all or part of that customer's own electric power requirements and capable of producing no more than 20 KW from customer owned sources ("Facility"). The use of a Facility for providing service to a third party is strictly prohibited. Under no circumstance shall output from the Facility be provided or credited to any third party. The availability of bi-directional metering to a residential customer that owns or leases a Facility ("Customer") is subject to the terms and conditions contained in this tariff. RMLD's General Terms and Conditions shall also apply to service under this tariff and Terms and Conditions, where not inconsistent with any specific provision hereof. In its sole discretion, RMLD may limit the cumulative generating capacity of all Facilities in its service territory.

Bi-directional metering will be available on a first-come, first-served basis until the cumulative output capacity of bi-directional metering systems equals 6.0 percent of the RMLD's peak demand occurring since July 2015. Customers wishing to participate in the RMLD's bi-directional metering program should contact the RMLD's Integrated Resource Department. In its sole discretion, the RMLD may limit further the cumulative generating capacity of all Facilities in its service territory.

1. Construction of the Facility. The Customer may proceed to construct the Facility once the RMLD has received the completed Application for Residential Customer-Owned Generation Under 20 kW and said application has been approved by the RMLD. The Application shall be accompanied by a one-line diagram of the proposed Facility, and the application fee as determined by RMLD. The RMLD will not approve any such application if it determines that the Facility will have an adverse impact on RMLD's system, or does not, or will not, comply with any of RMLD's Terms and Conditions. The Facility's system capacity is subject to RMLD inspection and approval. The Facility shall be designed, constructed and operated in a manner that causes it to meet or exceed all applicable safety and electrical 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, Institute of Electronic, and Electrical Engineers (IEEE), United Laboratories (UL) and RMLD's General Terms

and Conditions for Service. The Customer is responsible for all permits and regulatory approvals necessary for construction and operation of the Facility.

2. Interconnection and Operation. The Customer may operate Facility and interconnect with the RMLD's system only after the following has occurred:

2.1 Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified and/or approved by the local wiring inspector. The wiring inspector shall call in their approval to the RMLD Control Center recorded line.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion – Certification of Completion for Residential Customer-Owned Generation Under 20 kW, to the RMLD, P.O. Box 150, Reading, MA 01867.

2.3 RMLD Right to Inspection. Within ten (10) business days after the receipt of the Certificate of Completion, the RMLD shall, upon reasonable notice, and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been properly installed, and that all electric connections have been made in accordance with the RMLD's requirements including these Terms and Conditions and RMLD's General Terms and Conditions. The RMLD has the right to disconnect the Facility in the event of improper installation or failure to return the Certificate of Completion to the RMLD.

2.4 Interconnection Metering/Wiring. The Customer shall furnish and have installed, if not already in place, the necessary meter socket and wiring in accordance with all applicable safety and electrical standards.

2.5 Payment of Any Upgrades. The Customer shall be responsible for paying RMLD for any upgrades to RMLD's system necessitated by the connection of the Facility to RMLD's system.

3. Safe Operation and Maintenance. The Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner. The RMLD may temporarily disconnect the Facility to facilitate planned or emergency RMLD work. In addition, RMLD may disconnect the Facility from its system at any time that RMLD determines, in its sole discretion, that the safety and reliability of RMLD's system may be compromised by the operation of the Facility. In the event that the Facility damages RMLD's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of damaged portion of RMLD's system and/or equipment.

4. Metering and Billing. All Facilities constructed, installed, inspected, operated and maintained in accordance with these Terms and Conditions qualify for bi-directional metering as follows:

4.1 RMLD Installs Bi-directional Meter. RMLD shall furnish and install a meter capable of bi-directional metering within ten (10) business days after the inspection of the Facility set forth in Section 2.3.

5. Limitation of Liability, Indemnification and Insurance. RMLD 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 nor non-rejection nor in any other way does RMLD 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. The Customer shall indemnify and hold harmless RMLD, its board members, managers, employees, 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 Conditions or any abnormality or failure in the operation of the Facility, or any adverse impact to RMLD's system or its other customers. The Customer shall maintain sufficient insurance to cover any damage to RMLD's system caused by the construction, operation, maintenance and repair the Facility and shall name RMLD as additional insured. The Customer shall provide RMLD with proof of satisfactory insurance upon request by RMLD.

6. Termination. Service may be terminated under the following conditions.

6.1 By Interconnecting Customer. The Customer may terminate service under this tariff by providing written notice to RMLD.

6.2 By RMLD. The RMLD may terminate service under this tariff (1) if the Facility fails to operate for any consecutive twelve-month period or (2) in the event that the Facility impairs the operation of RMLD'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.

7. Rates and Billing:

During a billing period, if the customer uses more electricity than its premise feeds back into RMLD's system, then the customer will be billed based on the rate applicable to that customer's class of service under the applicable RMLD tariff.

If, during a billing period, the customer's Facility feeds excess electricity into the RMLD's distribution system the rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the amount of kWh fed into the RMLD's distribution system multiplied by the then applicable RMLD's Standard Fuel Charge Clause.

RMLD may impose additional Terms and Conditions, as it deems necessary, in its sole discretion, for the protection of its distribution system, service territory, or its customers.

For Commercial Customer-Owned Generation:

This tariff and the terms and conditions contained herein govern certain renewable generation facilities located on a commercial customer's (*i.e.*, a customer currently receiving service from RMLD pursuant to one of RMLD's commercial or industrial tariffs) premises, where such facilities are owned or leased by the commercial customer, located on the customer's premises and used solely for the purpose of the customer's own consumption.

Availability: Bi-directional metering is available to generation facilities owned or leased by a commercial customer, located on the commercial customer's property where such customer currently receives service from RMLD, for the purpose of offsetting all or part of that customer's own electric power requirements from Customer-Owned Generation ("Facility"). The use of a Facility for providing service to a third party is strictly prohibited. Under no circumstance shall output from the Facility be provided or credited to any third party. The availability of bi-directional metering to a commercial customer that owns or leases a Facility ("Customer") is subject to the terms and conditions contained in this tariff. RMLD's General Terms and Conditions shall also apply to service under this tariff and Terms and Conditions, where not inconsistent with any specific provision hereof. In its sole discretion, RMLD may limit the cumulative generating capacity of all Facilities in its service territory.

Bi-directional metering will be available on a first-come, first-served basis until the cumulative output capacity of bi-directional metering systems equals 6.0 percent of the RMLD's peak

demand occurring since July 2015. Customers wishing to participate in the RMLD's bi-directional metering program should contact the RMLD's Integrated Resource Department. In its sole discretion, the RMLD may limit further the cumulative generating capacity of all Facilities in its service territory.

1. Construction of the Facility. The Customer may proceed to construct the Facility once the RMLD has received the completed Application for Commercial Customer-Owned Generation and said application has been approved by the RMLD. The Application shall be accompanied by a one-line diagram of the proposed Facility, and the application fee as determined by RMLD. The RMLD will not approve any such application if it determines that the Facility will have an adverse impact on RMLD's system, or does not, or, will not comply with any of RMLD's Terms and Conditions. The Facility's system capacity is subject to RMLD inspection and approval. The Facility shall be designed, constructed and operated in a manner that causes it to meet or exceed all applicable safety and electrical 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, UL and RMLD's General Terms and Conditions for Service. The Customer is responsible for all permits and regulatory approvals necessary for construction and operation of the Facility.

2. Interconnection and Operation. The Customer may operate Facility and interconnect with the RMLD's system only after the following has occurred:

2.1 Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified and/or approved by the local wiring inspector. The wiring inspector shall call in their approval to the RMLD Control Center recorded line.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion – Certification of Completion for Commercial Customer-Owned Generation, to the RMLD, P.O. Box 150, Reading, MA 01867-0250.

2.3 RMLD Right to Inspection. Within ten (10) business days after the receipt of the Certificate of Completion, the RMLD shall, upon reasonable notice, and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been properly installed, and that all electric connections have been made in accordance with the RMLD's requirements including these Terms and Conditions and RMLD's General Terms and Conditions. The RMLD has the right to disconnect the Facility in the event of improper installation or failure to return the Certificate of Completion to the RMLD.

2.4 Interconnection Metering/Wiring. The Customer shall furnish and have installed, if not already in place, the necessary meter socket and wiring in accordance with all applicable safety and electrical standards

2.5 Payment of Any Upgrades. The Customer shall be responsible for paying RMLD for any upgrades to RMLD's system necessitated by the connection of the Facility to RMLD's system.

3. Safe Operation and Maintenance. The Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner. The RMLD may temporarily disconnect the Facility to facilitate planned or emergency RMLD work. In addition, RMLD may disconnect the Facility from its system at any time that RMLD determines, in its sole discretion, that the safety and reliability of RMLD's system may be compromised by the operation of the Facility. In the event that Facility damages RMLD's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of damaged portion of RMLD's system and/or equipment.

4. Metering and Billing. All Facilities constructed, installed, inspected, operated and maintained in accordance with these Terms and Conditions qualify for bi-directional metering as follows:

4.1 RMLD Installs Bi-directional Meter. RMLD shall furnish and install a meter capable of bi-directional metering within ten (10) business days after the inspection of the Facility set forth in Section 2.3, above, if such meter is not in place.

5. Limitation of Liability, Indemnification and Insurance. RMLD 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 nor non-rejection nor in any other way does RMLD 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. The Customer shall indemnify and hold harmless RMLD, its board members, managers, employees, 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 Conditions or any abnormality or failure

in the operation of the Facility, or any adverse impact to RMLD's system or its other customers. The Customer shall maintain sufficient insurance to cover any damage to RMLD's system caused by the construction, operation, maintenance and repair the Facility and shall name RMLD as additional insured. The Customer shall provide RMLD with proof of satisfactory insurance upon request by RMLD.

6. Termination. Service may be terminated under the following conditions.

6.1 By Interconnecting Customer. The Customer may terminate service under this tariff by providing written notice to RMLD.

6.2 By RMLD. The RMLD may terminate service under this tariff (1) if the Facility fails to operate for any consecutive twelve-month period or (2) in the event that the Facility impairs the operation of RMLD'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.

7. Rates and Billing:

During a billing period the customer will be billed the then applicable rate for all electricity delivered by the RMLD and used by the customer according to the RMLD's billing meter.

If, during a billing period, the customer's Facility feeds excess electricity into the RMLD's distribution system the rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the amount of kWh fed into the RMLD's distribution system multiplied by the then applicable RMLD's Standard Fuel Charge Clause, for the billing period in which the credit was generated.

The RMLD may impose additional Terms and Conditions, as it deems necessary, in its sole discretion, for the protection of its distribution system, service territory, or its customers.