

Reading Municipal Light Department (RMLD) Board of Commissioners
Power & Rate Committee Regular Session Agenda

Monday, October 3, 2011

6:30 p.m.

General Manager's Conference Room

1. Executive Session

Suggested Motion:

Move that the Board go into Executive Session based on Chapter 164 Section 47D exemption from public records and open meeting requirements in certain instances, to discuss proposals from renewable energy projects and return to Regular Session.

2. Sustainable Energy Policy - Attachment

3. Environmental Policy - Attachment

4. Net Metering Rate - Attachment

5. Motion to Adjourn

SUSTAINABLE ENERGY POLICY

Revision No. I

RMLD Policy No,

Effective Date

Review Date

Sustainable Energy Policy

General Manager

Per Board Vote
Chairman/Date

I. PURPOSE

- A. To develop a practical approach to addressing the need for sustainable energy alternatives that are energy efficient while simultaneously balancing power supply costs.
- B. To establish general guidelines that promote practical, cost efficient sustainable energy alternatives.

II. RESPONSIBILITIES

- A. RMLD Commission
 - 1. Responsible for approving this policy.
 - 2. Representation for the Board of Commissioners is governed by RMLD Policy #19 as revised.
- B. RMLD Power & Rate Committee
 - 1. Review all RMLD recommended sustainable energy alternatives and ensure that they meet the policy guidelines.
- C. General Manager
 - 1. Responsible for implementing this policy.
- D. Energy Services Division
 - 1. Responsible for assisting the General Manager in implementing this policy and associated activities.
 - 2. Responsible for presenting the General Manager with projects that staff has determined meet the criteria of this policy.
 - 3. Responsible for evaluating and overseeing the projects necessary to achieve the goals of this policy.

III. POLICY ELEMENTS

- A. The RMLD is striving to develop a practical approach to addressing the need for sustainable energy alternatives while simultaneously balancing power supply costs. Sustainable energy meets the needs of the present without compromising future generations. Sustainable energy sources can include, but are not limited to hydro, solar, wind, geothermal and biomass-energy.
- B. The RMLD will strive to achieve a power supply portfolio with a sustainable energy mix of 10 percent by 2013. The RMLD will review the power supply portfolio from time to time with the goal of increasing the amount of sustainable energy in the portfolio to 12 percent by 2015 and 1 percent annually thereafter until the department has reached a cap in the portfolio of 25 percent sustainable energy. Every fifth year will be considered a milestone year in which the portfolio will be reviewed to determine the need for further sustainable energy purchases.
- C. The RMLD will analyze sustainable power supply projects with the intent of not exceeding the average power supply cost by more than 20 percent. Only projects that meet this criterion initially will be brought to the General Manager for further review.
- D. Sustainable energy projects shall provide all project attributes including, but not limited to capacity, energy and Renewable Energy Certificates(RECs) Solar Project RECs will be excluded from this requirement.
- E. In the interest of providing RMLD ratepayers with sustainable energy that is cost effective the Department shall have the ability to market all or a portion of the RECs from any given potential project until an RPS is applicable to the RMLD.
- F. The RMLD will strive to diversify sustainable energy projects by type, size, and location and will also include environmental impacts in the evaluation process.

Sustainable Energy Policy Outline

Proposed Energy Services Policy Outline

9/30/2011

Vision Statement

- ◆ To develop a practical approach to addressing the need for sustainable energy alternatives that are also energy efficient while simultaneously balancing power supply costs.

- ◆ **Sustainable Energy** – Meets needs of the present without compromising future generations – Could include Hydro, Solar, Wind, Geothermal, Bio-energy, Tidal, etc.

Goal and Objective

- ◆ Board approved Sustainable Energy policy
- ◆ Policy approval by end of 2011

Today's Situation – No Specific Set Goal for Sustainable Energy

- ◆ Striving for direction to implement Sustainable Energy policy.
- ◆ What qualifies? (See sustainable Energy Definition)
- ◆ How much ? (percentage of total portfolio)

Recommendation

- ◆ Approved policy should acknowledge the need for sustainable energy from clearly defined sources in specific quantities in supply portfolio.
- ◆ Policy should be cognizant of price. (if its too expensive it doesn't get in mix.

Recommendation

- ◆ Must include projects which address RMLD's energy efficiency needs as defined by current ESD recommendations.
- ◆ Develop formula which systematically adds sustainable projects at a predetermined price and amount threshold. (add to annual laddering and layering approach)

ENVIRONMENTAL POLICY

The Reading Municipal Light Department is committed to responsible energy management and will practice energy efficiency (EE) throughout all our premises. The RMLD will focus on achieving the objectives of this policy through implementation of energy management projects that minimize the economic burden on the organization through the adoption of efficient environmental and financial management strategies.

This policy signifies the RMLD's commitment to control the level of energy consumed in the provision and delivery of its services by realizing ongoing savings in agency energy operating budgets and to quantify and publicly report on those savings and the consequent greenhouse gas emissions

The RMLD's long term objectives are:

- To reduce dependence on fossil fuels by at least 20% by January 1, 2014 through energy conservation and efficiency practices. Establish the last 12 months as the baseline year
- To reduce pollution, particularly CO₂ emissions, by reducing energy from less greenhouse intensive sources.

Detailed goals for 3 year plan:

The energy plan of the RMLD will be updated yearly as changes to ASHRAE and state guidelines changes. Quarterly the RMLD Board of Directors will be updated to the energy use of the RMLD properties. Monthly the energy uses of the RMLD will be updated in the EPA's ENERGY STAR Portfolio manager.

The basis of the RMLD's performance guidelines come from the United States Green Building Council (USGBC). The RMLD will reference the Leadership in Energy and Environmental Design (LEED) for its base practices and future planning.

- An Energy Management Team will be established at the RMLD to identify and drive energy efficiency initiatives and to provide an integrated organization-wide response to energy management. The team will be responsible for identification and reporting of energy efficiency practices and projects.
- Specific items are key items crucial to the success of the energy plan. The following are a list of the top priorities:
 - Create an Energy Efficiency team
 - Assign team members as required to meet Goals.
 - Development an internal communication strategy to raise staff awareness of Energy Efficiency.
 - Establishing an energy accounting system that allows for collection, monitoring and reporting of all data on energy consumption, energy costs, and energy savings.
 - Immediately implement no cost / low cost ECM's. (Energy Conservation Measures)
 - Immediately Benchmark individual buildings and establish a three year annual energy reduction goal.

- Implement retrocommissioning or continuous commissioning in year one based on benchmarking results
- Conduct ASHRAE Level II energy audits on all facilities. (Includes detailed energy calculations and financial analysis of proposed energy efficiency measures)
- Fund the Energy Efficiency program with at least the savings from the three year savings goals.
- Develop an energy efficient purchasing policy for office equipment, office accommodation and for energy sources
- Select additional goals for year 2 and 3, Energy Star and/or LEED Certification
- Determine and budget cost and timeframe to accomplish ECM's and energy efficient upgrades
- Improve energy efficiency continuously by implementing effective energy management programs that support all operations and customer satisfaction while providing a safe and comfortable work environment
- Implement employee programs to save energy at work and at home

The RMLD will use the following as specific goals for the next 3 years:

1. Sustainable Site

- a. Reduce harmful chemical use, energy waste, water waste, air pollution, solid waste and/or chemical runoff (gasoline, oil, antifreeze, etc.)
- b. Use least toxic chemical pesticides for all pest and landscape control.
- c. Use local horticultural extension services or native plant societies to select and grow indigenous plants.
- d. Collect stormwater for nonpotable uses such as landscape irrigation, toilet and urinal flushing, and custodial uses.
- e. Partially or fully shield all external light fixtures that use over 50 watts to minimize light to the night sky.

2. Water Efficiency

- a. Reduce overall water use by 160% compared to calendar year 2011.
- b. Replace all faucets and toilet with low-flow and automatic flush technology.
- c. Purchase only water conservation indoor plumbing fixtures.
- d. Monitor all water use for monthly analysis using ENERGY STAR as a baseline.
- e. Reduce potable water consumption for cooling tower equipment through effective water management and/or use of nonpotable makeup water.

3. Energy and Atmosphere

- a. Quarterly inspection of all CFC and HCFC refrigerant using equipment.
- b. Specify only non-CFC based refrigerants for all future purchases.
- c. Maintain a minimum of 65 on the EPA's ENERGY STAR's Portfolio Manager.
- d. Implement low and no cost operational improvements that will immediately enhance building performance.

- e. 25% of the RMLD's electricity will come from renewable sources.
4. **Materials and Resources**
- a. Evaluate and purchase items that are more environmentally friendly.
 - b. Add bins for recycling paper, plastic, and metal products.
 - c. Purchase products meeting LEED and/or ENERGY STAR standards.
 - d. Dispose of all CFL's based on MassDEP regulations and guidelines.
 - e. If a CFL breaks on a floor or carpet, follow the MassDEP Guidance for Cleaning Up Broken Compact Fluorescent Light Bulbs (CFLs).
5. **Indoor Environmental Quality**
- a. Utilize EPA's Guideline for HVAC System Maintenance.
 - b. Prohibit smoking in the building and within 25 feet of entries, outdoor intakes, and operable windows.
 - c. Adhere to Green Seal practices for all cleaning guidelines.
 - d. Purchase cleaning products meeting Green Seal standards (GS-37 or greater) products.
 - e. Utilize CO2 sensors to optimize outdoor air management based on the building audit and ASHRAE 62.1 standards.
 - f. Utilize MERV 13 or greater filters.
 - g. Incorporate a semi-annual survey to gauge the acceptable levels of occupant comfort.
 - h. Lighting controls will be installed on 50% of the occupants including motions sensors, on-off switches,
 - i. Meet ASHRAE 55-2004, Thermal Comfort Conditions for Human Occupancy.
 - j. Cleaning personnel must meet Green Seal cleaning standards.
6. **Innovation in Operations**
- a. Provide yearly updates to potential technologies that could best benefit the operation of RMLD properties. Cost is not a factor in the potential technologies presented.
7. **Regional Priority**
- a. RMLD is committed to local community growth and sustainable living. Delivery of food services, cleaning outsourcing, grounds keeping, and other services outsourced and needed by employees will be considered by both cost and local to RMLD service territories.

NET METERING RATE

Residential Customer Owned Renewable Generation

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual residential customers for all domestic uses. This rate and the Terms and Conditions contained therein govern certain renewable generation facilities located on a residential customer's premise, where the facility is owned or leased by the residential customer, located in the customer premise and used solely for the purpose of the customer's own consumption.

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 back on to the RMLD system more electricity than is supplied by RMLD, the customer shall be billed the minimum charge applicable to customer's class of service and shall be credited for the excess electricity in kWh generated and fed into RMLD's system, however, RMLD reserves the right to discontinue credit for such excess to the extent that it deems unnecessary to meet the needs of RMLD's customers, upon thirty (30) days' notice to customer. The rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the then-applicable RMLD's Monthly Fuel Charge, which may be adjusted by the Standard Fuel Charge Clause, for the billing period in which the credit was generated.

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.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate.

Rate Filed:

Effective: On Billing on or After

Filed by: Vincent F. Cameron Jr, General Manager

RMLD Terms and Conditions for Customer Owned Generation Less Than 10 kW

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

Availability: Net metering is available to generation facilities owned or leased by a customer, for the purpose of offsetting all or part of the customer's own electric power requirements, and capable of producing no more than 10 kW from solar, wind, fuel cell or hydroelectric 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 net metering to a 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.

1. Construction of the Facility. The Customer may proceed to construct the Facility once the RMLD has received the completed Attachment 1 - Application for Customer Owned Generation Under 10 kW and said application has been approved by the RMLD. The RMLD will not approve any such application if it determines that the Facility will have an adverse impact on RMLD's system. 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 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.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion appearing as Attachment 2 - Certification of Completion for Customer Owned Generation Under 10kW, to the RMLD, P.O. Box 150, Reading, MA 01867-250.

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. The Customer shall have installed a second meter socket and necessary wiring between the output of the Facility and the Customer's main electrical service. The meter socket shall be located outside of a location approved by RMLD. The second meter socket shall be supplied by the RMLD at the Customer's expense. The Customer shall supply a safety disconnect switch adjacent to RMLD's metering equipment that is accessible by RMLD at all times.

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. The Customer is also responsible for equipment expenses including meters necessary to accommodate the Facility as set forth herein.

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 net metering as follows:

Rate Filed:

Effective:

Filed by:

1209496_1

**Town of Reading, Massachusetts
Municipal Light Department**

MDPU #226

4.1 RMLD Installs Net Meter. RMLD shall furnish and install a meter capable of net 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, at Customer's expense.

4.2 RMLD Installs Check Meter. The RMLD will install a second meter to record the usage of the Customer generated energy. There will be no charge to the Customer associated with this meter.

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. Assignment/Transfer of Ownership of the Facility. In the event that a transfer of ownership of the Facility to a new Customer occurs, the new Customer must file Attachment 1 – Application for Customer Owned Generation Under 10KW and the application has been approved by RMLD.

8. Rates and Billing. During a billing period, if the Customer uses more electricity than its Facility 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 back on to the RMLD system more electricity than is supplied by RMLD, the Customer shall be credited for the excess electricity in kWh generated and fed into RMLD's system however, RMLD reserves the right to discontinue credit for such excess to the extent that it deems unnecessary to meet the needs of RMLD's customers, upon thirty (30) days' notice to Customer. The rate credited to the Customer for excess energy fed into RMLD's distribution system shall be equal to the then-applicable RMLD's Monthly Fuel Charge, which may be adjusted by the Standard Fuel Adjustment Clause, for the billing period in which the credit was generated.

Rate Filed:

Effective:

Filed by:

1209496_1

Attachment 1
Application for Customer Owned Generation of Less Than 10 kW

Contact Information

Legal Name and address of Interconnecting Customer applicant

RMLD Customer (print): _____

Address of Interconnection Facility: _____

City: _____ State _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (e.g., system installation contractor or coordinating company)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

Facsimile Number: _____ E-Mail Address: _____

Facility Information

RMLD Account Number (required – on bill) _____

Meter Number (required – on bill) _____

Inverter Manufacturer: _____ Model Name & #: _____ Quantity Used: _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts) Single _____ or Three _____ Phase

System Design Capacity: _____ (kW) _____ (kVA)

Electrical Contractor: Name, address, phone # and contact name

Prime Mover. Photovoltaic Fuel Cell IC Engine Other: _____

Energy Source: Solar Wind Hydro Natural Gas Other: _____

UL1741 Listed? Yes _____ No _____

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

Customer Signature

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

Tariff MDPU # _____ and Terms and Conditions for Customer Owned Generation Less Than 10 kW:

Interconnecting Customer Signature _____ Date _____

Please attach manufacturer's document showing UL1741 listing to this document and mail to above address.

Rate Filed:

Effective:

Filed by:

1209494_1

Attachment 1
Application for Customer Owned Generation of Less Than 10 kW
(Continued)

Approval to Install Facility (For RMLD use only)

Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required

(Are system modifications required? Yes No To be Determined).

RMLD Signature: _____ Title: _____ Date: _____

RMLD UA Number: _____ RMLD waives inspection/witness test? Yes__ No __

Attachment 2
Certificate of Completion for Customer Owned Generation of Less Than 10 kW
Certificate of Completion

Installation Information

Interconnecting Customer (Print): _____
Mailing Address: _____
Location of Facility (if different from above): _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
Account # (required - on bill) _____ Meter # (required - on bill) _____

Electrician or Electrical Installation Contractor:

Business Name: _____ Contact Name (Print) _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
License number: _____
RMLD Date of Installation Approval: _____ Signature _____
RMLD Utility Authorization Number _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

(City/County)

Signed (local Electrical Wiring Inspector), _____

Name (printed): _____

Date: _____

**Town of Reading, Massachusetts
Municipal Light Department**

MDPU #226

**Attachment 2
Certificate of Completion for Customer Owned Generation of Less Than 10 kW
Certificate of Completion
(Continued)**

As a condition of interconnection you are required to send by USPS mail or Fax a copy of this form along with a copy of the signed electrical permit to:

RMLD
P.O. BOX 150
READING MA 01867-0250

Received by RMLD _____
Date & Initial

**Rate Filed: June 1, 2011
Effective: On Billing on or After July 1, 2011
Filed by: Vincent F. Cameron Jr, General Manager**
1209495_1

Commercial/Industrial Customer Owned Renewable Generation

Available in:

Reading, Lynnfield Center, North Reading, and Wilmington

Applicable to:

Individual commercial/industrial customers for all commercial uses. This rate and the Terms and Conditions contained therein govern certain renewable generation facilities located on a commercial/industrial customer's premise, where the facility is owned or leased by the commercial/industrial customer, located in the customer premise and used solely for the purpose of the customer's own consumption.

Rates and Billing:

During a billing period, if the customer uses more electricity than its facility 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 back on to the RMLD system more electricity than is supplied by RMLD, the customer shall be billed the minimum charge applicable to customer's class of service and shall be credited for the excess electricity in kWh generated and fed into RMLD's system up to ___ % of the customer's historic peak demand; however, RMLD reserves the right to discontinue credit for such excess to the extent that it deems unnecessary to meet the needs of RMLD's customers, upon thirty (30) days' notice to customer. The rate credited to the customer for excess energy fed into RMLD's distribution system shall be equal to the then-applicable RMLD's Monthly Fuel Charge, which may be adjusted by the Standard Fuel Charge Clause, for the billing period in which the credit was generated.

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.

General Terms:

Service hereunder is subject to the General Terms and Conditions which are incorporated herein and are a part of this rate.

Rate Filed:

Effective: On Billing on or After

Filed by: Vincent F. Cameron Jr, General Manager

RMLD Terms and Conditions 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 and 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: Net 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 solar, wind, fuel cell or hydroelectric 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 net 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.

1. Construction of the Facility. The Customer may proceed to construct the Facility once the RMLD has received the completed Attachment 1 - 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 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 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.

2.2 Certificate of Completion. The Customer shall return the Certificate of Completion appearing as Attachment 2 - Certification of Completion for Commercial Customer Owned Generation, to the RMLD, P.O. Box 150, Reading, MA 01867-250.

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. The Customer shall have installed a second meter socket and necessary wiring between the output of the Facility and the Customer's main electrical service. The meter socket shall be located outside of a location approved by RMLD. The second meter socket shall be supplied by the RMLD at the Customer's expense. The Customer shall supply a safety disconnect switch adjacent to RMLD's metering equipment that is accessible by RMLD at all times.

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. The Customer is also responsible for equipment expenses including net meters necessary to accommodate the Facility as set forth herein.

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

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Effective:

Filed by:

**Town of Reading, Massachusetts
Municipal Light Department**

MDPU # 227

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 net metering as follows:

4.1 RMLD Installs Net Meter. RMLD shall furnish and install a meter capable of net 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, at Customer's expense.

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. Assignment/Transfer of Ownership of the Facility. In the event that a transfer of ownership of the Facility to a new Customer occurs, the new Customer must file Attachment 1 – Application for Commercial Customer Owned Generation and the application has been approved by RMLD.

8. Rates and Billing. During a billing period, if the Customer uses more electricity than its Facility 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 back on to the RMLD system more electricity than is supplied by RMLD, the Customer shall be billed the minimum charge applicable to Customer's class of service and shall be credited for the excess electricity in kWh generated and fed into RMLD's system; however, RMLD reserves the right to discontinue credit for such excess to the extent that it deems unnecessary to meet the needs of RMLD's customers, upon thirty (30) days' notice to Customer. The rate credited to the Customer for excess energy fed into RMLD's distribution system shall be equal to the then-applicable RMLD's Monthly Fuel Charge, which may be adjusted by the Standard Fuel Adjustment Clause, for the billing period in which the credit was generated.

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.

**Rate Filed:
Effective:
Filed by:**

Attachment 1
Application for Commercial Customer Owned Generation

Contact Information

Legal Name and address of Interconnecting Customer applicant

RMLD Customer (print): _____

Name and Title of Individual Filing Application: _____

Address of Interconnection Facility: _____

City: _____ State _____ Zip Code: _____

Telephone (Office): _____ (Cell): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (e.g., system installation contractor or coordinating company)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Office): _____ (Cell): _____

Facsimile Number: _____ E-Mail Address: _____

Facility Information

RMLD Account Number (required – on bill) _____

Meter Number(s) (required – on bill) _____

Inverter Manufacturer: _____ Model Name & #: _____ Quantity Used: _____

Nameplate Rating: ___ (kW) ___ (kVA) ___ (AC Volts) Single ___ or Three ___ Phase [NU1]

System Design Capacity: ___ (kW) ___ (kVA)

Electrical Contractor: Name, address, phone # and contact name

Prime Mover. Photovoltaic Fuel Cell IC Engine Other [NU2]: _____

Energy Source: Solar Wind Hydro Natural Gas Other: _____

UL1741 Listed? Yes ___ No ___

One line diagram attached? Yes ___ No ___

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

Customer Signature

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

Tariff MDPU # ___ and Terms and Conditions for Commercial Customer Owned Generation :

Rate Filed:

Effective:

Filed by:

1209494_1

Town of Reading, Massachusetts
Municipal Light Department

MDPU # 227

Interconnecting Customer Signature _____ Date _____

Title: _____

Please attach manufacturer's document showing UL1741 listing to this document and mail to above address.

Approval to Install Facility (For RMLD use only)

Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required

(Are system modifications required? Yes No To be Determined).

RMLD Signature: _____ Title: _____ Date: _____

RMLD UA Number: _____ RMLD waives inspection/witness test? Yes ___ No ___

Rate Filed:

Effective:

Filed by:

1209494_1

Attachment 2
Certificate of Completion for Commercial Customer Owned Generation
Certificate of Completion

Installation Information

Interconnecting Customer (Print): _____
Title: _____
Mailing Address: _____
Location of Facility (if different from above): _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
Account # (required - on bill) _____ Meter # (required - on bill) _____

Electrician or Electrical Installation Contractor:

Business Name: _____ Contact Name (Print) _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
License number: _____
RMLD Date of Installation Approval: _____ Signature _____
RMLD Utility Authorization Number _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

(City/County)

Signed (local Electrical Wiring Inspector), _____

Name (printed): _____

Date: _____

Rate Filed:

Effective:

Filed by:

1209495_1

**Town of Reading, Massachusetts
Municipal Light Department**

MDPU # 227

**Attachment 2
Certificate of Completion for Commercial Customer Owned Generation
Certificate of Completion
(Continued)**

As a condition of interconnection you are required to send by USPS mail or Fax a copy of this form along with a copy of the signed electrical permit to:

RMLD
P.O. BOX 150
READING MA 01867-0250

Received by RMLD _____
Date & Initial

Rate Filed:
Effective:
Filed by:
1209495_1

