

**TOWN OF BRAINTREE
ELECTRIC LIGHT DEPARTMENT**



**TARIFF AND TERMS AND CONDITIONS FOR
RESIDENTIAL RENEWABLE DISTRIBUTED
GENERATION FACILITY SERVICE**

Mass DPU # 153

Replaces

Mass DPU # 145

Designation: DG-1

Availability: This tariff, and the terms and conditions contained therein, apply to certain renewable generation facilities located on the customer's premises, i.e., the same place at which it receives electric service from the Braintree Electric Light Department, where such facilities are owned or leased by the customer and used solely for the purpose of the customer's own consumption, meaning that the customer shall not be a net supplier of energy to the Braintree Electric Light Department on a recurring annual basis. Net metering as set forth herein is available for any qualifying renewable distributed generation facility including, but not limited to, Wind, Photovoltaics, Biomass, Hydroelectric, Fuel Cells, Combined Heat and Power (CHP) Generation, and Municipal Solid Waste with generation facilities ("Renewable Distributed Generation Facility"). The use of a Renewable Distributed Generation Facility for providing service to a third party is strictly prohibited. The availability of net metering to a customer that owns or leases a Renewable Distributed Generation Facility is subject to the terms and conditions of this tariff, as well as the Braintree Electric Light Department's Distributed Generation Interconnection Policy and the Braintree Electric Light Department's general Terms and Conditions for Electric Service, where not inconsistent, as may be in effect from time to time. In its sole discretion, the Braintree Electric Light Department may limit the cumulative generating capacity of all Renewable Distributed Generation Facilities within its service territory.

Net Metering Requirements: A special bi-directional AMI meter with multiple registers will be installed and will measure the kWh delivered in and kWh received out of the facility. This meter will have the designation DG-1.

Rate: MONTHLY BILLING OF THE RENEWABLE DISTRIBUTED GENERATION FACILITY CUSTOMERS

The delivered in kWh value will be billed at the Braintree Electric Light Department's corresponding full billing rate plus customer charge and the received out kWh value will be

credited to the customer at the current corresponding energy rate only. All other components of rates and charges in effect are not included in the credit amount.

Minimum Bill: The Braintree Electric Light Department's corresponding monthly customer charge.

Interconnection Terms and Conditions: The Braintree Electric Light Department ("Department") shall own and install any interconnection facilities on the Department side of the meter required for the facility. The costs associated with the installation and maintenance of the Renewable Distributed Generation Facility will be borne by the customer. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Department directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the customer. The customer shall pay for these interconnection costs, which shall be determined as follows:

A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Department.

In addition to the costs detailed above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the customer. A monthly charge shall not apply to these costs. Payment for these costs shall be on a one-time lump-sum basis and calculated in the same manner that the Department charges its other customers for similar work.

The Renewable Distributed Generation Facility will have equipment specifications and plans for control devices, interconnection facilities and protective devices approved by the Department in advance of energizing the facility. Such protective devices shall include an outdoor manual disconnect switch. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Department's authorized representative.

The customer shall furnish, install and maintain, at its expense, corrective apparatus which results in a power factor between 95% lagging and unity (100%) under ordinary operating conditions, as measured at the Point of Common Coupling.

Parallel operation must cease, immediately and automatically during system outages and other emergency or abnormal conditions specified by the Department. The Renewable Distributed Generation Facility must cease parallel operation upon notification by the Department if such operation is determined to be unsafe, to interfere with the supply of service to others, or to interfere with system operation or maintenance.

The Department may disconnect the Renewable Distributed Generation Facility from its system at any time that the Department determines, in its sole discretion, that the safety and reliability of its system may be compromised by the operation of the Facility. In the event that the Renewable Distributed Generation Facility damages the Department's system, the customer shall be solely responsible for all costs associated with the repair and/or replacement of the damaged portion of the Department's system and/or equipment.

The Department 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 Renewable Distributed Generation 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 the Department 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 Renewable Distributed Generation Facility.

The customer shall indemnify and hold harmless the Braintree Electric Light Department, its commissioners, 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, installation, operation, maintenance and repair of the Renewable Distributed Generation Facility, including the customer's failure to comply with the Department's Terms and Conditions or any abnormality or failure in the operation of the Facility, or any adverse impact to the Department's system or its other customers. The Department strongly recommends that the customer maintain sufficient insurance to cover any damage to the Department's system caused by the construction, operation, maintenance or repair of the Facility, which shall name the Department as additional insured. The customer shall provide Department with proof of such insurance upon request.

Termination: Failure of the Renewable Distributed Generation Facility to comply with any of the requirements set forth above may result in disconnection from the Department's system. The Department's Terms and Conditions for Electric Service, in effect from time to time where not inconsistent with any specific provisions above, are a part of this rate.

The customer may terminate service under this tariff by providing written notice to the Braintree Electric Light Department. The Department reserves the right to discontinue paying credits for excess kWh at any time in its discretion, upon thirty (30) days' notice to the customer.

In the event that a transfer of ownership of the Renewable Distributed Generation Facility to a new customer occurs, the customer must notify the Braintree Electric Light Department in writing.

Payment Terms: The Braintree Electric Light Department will read the meter at approximately 30-day intervals. Payment to the customer will first be applied to any outstanding bills. Credit balances in excess of One Hundred (\$100.00) Dollars will be refunded to the customer.

Effective Date: March 1, 2015