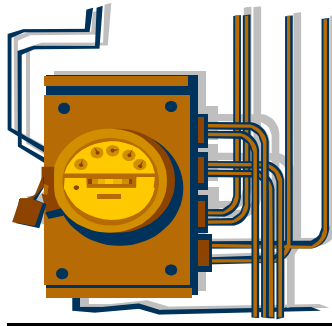


WOLFEBORO MUNICIPAL ELECTRIC DEPARTMENT
NET METERING PROGRAM

Customer-Owned Renewable Energy Generation Resources
(100 Kilowatts or Less)



Issued and Effective: January 1, 2020

Agreement Between

Wolfeboro Municipal Electric Department

And

Customer-Generator: _____

Dated: _____

WOLFEBORO MUNICIPAL ELECTRIC DEPARTMENT
NET METERING PROGRAM

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INTRODUCTION

Net metering for customer owned renewable energy sources (solar, wind, hydro) will be offered under the following provisions set forth by the Wolfeboro Municipal Electric Department (WMED).

The purpose of this program will be to promote the current renewable energy technology available and evaluate the future advancements of this technology in a manner which will be beneficial to both participating parties (electric utility and customers). The criteria utilized in establishing this policy included: line worker safety, distribution system performance, renewable energy advancements and billing/revenue neutrality. The establishment of this policy is to remain consistent with prudent electrical practices set forth by the National Electric Safety Code, National Electrical Code and any other Federal, State and local government codes, while offering a mutual service agreement which is legal, fair, objective, reliable and safe.

The Wolfeboro Municipal Electric Department does **not** encompass the jurisdiction set forth by the New Hampshire Public Utility Commission, Chapter PUC 900 (Net Metering for Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less). Therefore, not all of the provisions within the NHPUC 900 will pertain to the Wolfeboro Municipal Electric Department Net Metering Policy. However, applicable sections referenced within this document pertaining to the NHPUC 900 document will be followed as a means of establishing acceptable and proven standards of a net metering program by the Wolfeboro Municipal Electric Department.

As technology advances and this program evolves, the provisions set forth within this document are subject to change. Such changes will be implemented by the means of continued evaluation and adoption of succeeding Net Metering Policies. Revisions shall be justified by ensuring that the Department's cost recovery and benefits of offering such a service is sufficiently balanced with a benefit to the Customer. The Provisions of this agreement will be concurrent and in no way preclude or diminish the provisions set forth within the existing NHPUC No.11, Municipal Electric Department of Wolfeboro, NH "Tariff for Electric Service". The Terms, Agreements and Provisions of this document shall supersede the prior "pilot" Wolfeboro Municipal Electric Department Net Metering Agreement Program issued: April 3 2008.

ARTICLE I. QUALIFICATIONS

The agreement for net metering between the Customer and the Wolfeboro Municipal Electric Department will be based on the premise of offsetting part or all of the Customer's *own* electrical consumption through the use of renewable energy technology.

- A. The photovoltaic (solar), wind or hydro source must be located on the Customer's property and located behind the Customer's metering point of which the alternative energy source is interconnected with.
- B. The maximum installed capacity (AC nameplate rating) of the installed generation equipment shall not exceed **100kW** in size and/or **90%** of the Customer's historical peak electrical demand over the 12 month period prior to interconnection.
- C. The cumulative generating capacity of all customer generation facilities located within each circuit feeder of the Wolfeboro Municipal Electric Department's distribution system shall not exceed 15% of the peak feeder demand measured at the substation and/or downstream of the point of interconnection.
- D. All applicable revisions pertaining to current and future rate structures, fee schedules, credit values as well as terms and conditions of this document shall inherently apply to **all** net metered Customer-Generators. This will apply regardless of the date or longevity of such interconnection.
- E. The provisions of this agreement solely apply between the Customer's interconnected electrical service account and the WMED. Under no circumstances shall the output from the interconnected generation facility be provided or credited to any third-party or alternative electric account.
- F. The Customer must complete an application for net metering as well as an application for electric service (if interconnected location is not a currently metered account). See page 8, Net Metered Interconnection Application.
- G. Prior to authorizing the construction and interconnection of the customer owned generation facility, WMED shall review the application and perform a site visit to determine eligibility (see Application for utility approval).

Customers not currently enrolled as a Wolfeboro Municipal Electric Department customers may be subject to reference referrals and deposits as defined within the current Electric Department Tariff.

ARTICLE II. BILLING & CREDIT RATE

Net payments or credits will be determined on a monthly basis and billed or credited as part of the normal meter reading and billing cycle.

If the utilities' "Delivered" kilowatt-hour (kWh) usage is in excess of the customer's generated "Received" kilowatt-hours; a net payment must be made as billed under the customers current rate schedule or existing credits reduced by such amount. Potential future credits will not be considered as a method of offsetting the current balance of accounts. If the customer generated "Received" kilowatt-hours of electricity is in excess of the utilities "Delivered" kilowatt-hour usage value, credits will be issued on the account which can be utilized to offset future (kWh) energy usage. The customer's excess generated "Received" kWh electricity will be credited based upon the Generation "Energy Supply Rate" of the current billing cycle. The value of Distribution (Energy Delivery Rate) will not be included in the credited Net metered rate and is based upon the following calculation:

Effective Billing Rate – Distribution (Energy Delivery Rate) = Net Metered Credit Rate

Example (based upon the current rate):

Effective Residential Rate (Generation & Distribution)	\$.1376 kWh
<u>Residential Distribution Rate (subtract)</u>	<u>– \$.0352 kWh</u>
Net Metered Credit Rate	= \$.1024 kWh

The Net Metered Customer's kilowatt-hour (kWh) credits may be banked during the 12 month term of each year as a means of crediting future kWh usage at the net metered location. The value of the excess credits on the customer's account will be "trued up" at the end of each year in the form of a payment check issued to the customer from the WMED. Credits may **not** be transferred to other accounts or meters assigned to the customer besides that of the net metered account.

In the event that a net metered account exits from the net metering program or the property changes ownership; the unused credits may **not** be transferred to the new owner and there shall be **no** payments or credits issued for any remaining excess generation to the initial customer. Net metered accounts which transfer ownership will require a resubmitted interconnection application depicting the information of the new Customer-Generator as acknowledgement of the policy terms and conditions.

The current monthly customer service (meter) charge for supplying a net metered service will be billed as follows:

\$11.10 per month -	<u>Domestic Service (Residential) Rate</u>
\$13.32 per month -	<u>General Service Rate</u>
\$46.62 per month -	<u>General Service Demand Rate</u>

This charge is intended as a means of offsetting the increased cost of the net metering equipment and associated administrative billing costs incurred by the WMED. This charge is based upon the meter service charge defined within the current Tariff, multiplied by two (2); which is reflective of the two (2) metering points associated with the reads required for the monthly net usage/generation tally.

Customer account balances must remain current and in good standing to be considered as a candidate for new and continued participation in the net metering program.

ARTICLE III. METERING

The Department will furnish the interconnected location with a dual register, bi-directional meter which will have the capability to measure kilowatt-hours “Delivered” from the utility as well as kilowatt-hours “Received” from the Customer. These two reads will be tallied on a monthly basis to determine the “net” energy used or generated during that period.

The Net Metered Customer will be responsible for providing the interconnected meter socket with combined manual disconnect switch assembly and associated equipment per standards set forth within the New Hampshire Code of Administrative Rules Puc 905.02 Disconnect Switch (See Attachment A.) , The National Electric Code and applicable service standard requirements of the Wolfeboro Municipal Electric Department. The meter socket cabinet or enclosure must be identified with a permanently affixed placard which clearly states: “NET METERED SERVICE.”

ARTICLE IV. INTERCONNECTION:

- A. The Customer’s interconnected equipment must match the Department’s character of electric service at the point of delivery in regards to load balance, capacity, voltage, phasing and frequency. The electric service characteristics offered by the Wolfeboro Municipal Electric Department are as follows:

- Single-phase, 3-wire, alternating current at 60 Hertz - 120/240 volts
- Three-phase, (if available) 4-wire, alternating current at 60 Hertz - 120/208 volts
- Three-phase, (if available) 4 wire, alternating current at 60 Hertz - 277/480 volts

Any alterations or upgrades of the Department’s electrical distribution system required in order to accommodate the Customer’s net metered generation equipment, will be at the expense of the Customer and billed at the current applicable rate schedule for such improvements.

- B. Unless noted otherwise, the requirements for interconnection and compliance of the generation device will adhere to the standards set forth by The New Hampshire Code of Administrative Rules Puc 905: Technical Requirements For Interconnection For Facilities, Puc 906: Compliance Path For Inverter Units and Puc 907: Compliance Path For Generation Units Not Using An Inverter.

- C. The Customer shall furnish, install and maintain equipment which will automatically isolate the net generation equipment from the WMED distribution system in the event that there is an interruption or loss of the Department's electrical service resulting from any circumstance. Generation source shall be labeled as compliant with UL 1741 (latest edition).
- D. The interconnection and isolation device must be inspected and initially tested by the installer or agent thereof with a representative of the Wolfeboro Municipal Electric Department present prior to final approval of interconnection. The guidelines for testing will be pursuant to the standards set forth by The New Hampshire Code of Administrative Rules Puc 905.04 Initial Testing. Any costs associated for such services will be the responsibility of the Customer. The Customer will be notified of the results of the testing and inspection and subsequent approval or disapproval to operate the interconnected generation equipment.
- E. The WMED reserves the right to deny or revoke any new or existing application for the interconnection of a net metered renewable energy source if it is determined that such equipment may potentially degrade the Department's system integrity or worker's safety.
- F. The WMED reserves the right to interrupt the deliveries of energy from any net metered suppliers at any time in order to install, repair, inspect, test, replace or remove any of the Department's equipment or electrical distribution system.
- G. The net metered generating equipment and facility must be located in an area which will not create a hazard to the Department's electrical distribution system.
- H. Any alterations or upgrades to the net metered generation equipment or operation thereof will require written notification to the WMED as well as approval of such changes.

ARTICLE V. PERMITS

The Customer shall obtain and maintain all Town, State, and Federal authorizations, permits and licenses required for the construction, operation and maintenance of the generation facility throughout the operating term thereof. The Customer shall provide proof of such to the Department upon request.

ARTICLE VI. INSURANCE

As per standards set forth by The New Hampshire Code of Administrative Rules Puc 904.07 Insurance; the Customer-Generator shall not be required by the distribution utility or electricity supplier to purchase or maintain property insurance or comprehensive personal liability insurance to protect against potential liability resulting from the installation, operation and or ownership of the generation and interconnection facility.

ARTICLE VII. INDEMNIFICATION

The following as stated within the New Hampshire Code of Administrative Rules, Chapter Puc 904.03, Mutual Indemnity Provision will be acknowledged as the Mutual Indemnity Agreement between the Wolfeboro Municipal Electric Department and the eligible Net Metered Customer-Generator.

- (a) Unless both parties to the agreement have agreed, pursuant to (g) below, to not enter into or maintain the mutual indemnity agreement, prior to interconnection, the Customer-Generator, his or her distribution utility, and, if applicable, the Customer-Generator's electricity supplier shall:
 - (1) Execute the mutual indemnity agreement described in (b) below; and
 - (2) Maintain the terms of the agreement while the net energy metered unit is interconnected.
- (b) With regard to the mutual indemnity agreement, each party to the agreement shall provide as follows:
 - (1) Each party shall hold harmless, indemnify the other party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorney's fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding:
 - a. The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the party's facilities, or
 - b. The making of replacements, additions, or improvements to, or reconstruction of, the party's facilities;
 - (2) Neither party shall be indemnified by the agreement for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct; and
 - (3) Notwithstanding the indemnity provisions contained in the agreement, except for a party's willful misconduct or sole negligence, each party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.
- (c) The mutual indemnity agreement shall become effective as between the respective parties executing and exchanging the document, upon interconnection of the Customer-Generator to the electric grid and mutual execution and exchange of the document by the distribution utility, the Customer-Generator and, if applicable, the electricity supplier.

- (d) The distribution utility shall also execute the mutual indemnity agreement described in this section.
- (e) The Customer-Generator, distribution utility, and, if applicable, the electricity supplier, shall each execute duplicate originals of the mutual indemnity agreement set forth in (b) page 6 and each party to the agreement shall retain one executed original of the agreement.
- (f) If an electricity supplier sells electric power to the Customer-Generator, it may require that the Customer-Generator enter into a mutual indemnity agreement with it, as described in this section.
- (g) Notwithstanding (c) through (f) above, the Customer-Generator and the distribution utility with whom he or she interconnects and/or the electricity supplier of the Customer-Generator, separately or together, may at any time, by mutual agreement, elect not to enter into or to void the indemnity agreement set forth in (b) page 6.
- (h) The provisions of the indemnity agreement described in this section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

Source. INTERIM #5921, eff 11-7-94, EXPIRED 3-7-95

New. #7424, eff 1-12-01; ss by #9353, INTERIM, eff 1-12-09, EXPIRED: 7-11-09

New. #9515, eff 7-18-9; ss by #9998, eff 9-20-11

WOLFEBORO MUNICIPAL ELECTRIC DEPARTMENT
NET METERED INTERCONNECTION APPLICATION

Customer-Owned Renewable Energy Generation Resources
(100 Kilowatts or Less)

Customer Applicant Information

Name: _____

Mailing Address: _____

Town: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Contact Phone #: _____ Cell #: _____

Energy Generation Source/Type (check one): Solar _____ Wind _____ Hydro _____

Generator Manufacturer: _____

Model, Name & Number: _____

Generation Output in Kilowatts _____ Phase (check one): Single _____ Three-phase _____

Inverter Manufacturer: _____

Model, Name & Number: _____

Pre-approval of Application and Site Installation

(WMED Representative) _____ Dated _____

Installation Information & Certification

Installation Date: _____ Interconnection Date: _____

Installation Electrician: _____ License #: _____

Mailing Address: _____

Town: _____ State: _____ Zip Code: _____

Contact Phone #: _____ Cell #: _____

1. The system hardware is listed in compliance to Underwriters Laboratories standards to be in compliance with UL 1741:

Signed (Vendor): _____ Date: _____

Name (printed): _____ Company: _____

2. The system has been installed in compliance with local Building/Electrical Code of:

Town/ County _____

Signed (Inspector): _____ Date: _____

3. The initial start-up test (per standards of Puc 905.04) has been successfully completed:

Utility representative (check one): YES _____ NO _____

The initial start-up test completed by (vendor/installer): _____

The initial start-up test witnessed by (utility representative): _____

4. Applicant agrees to install and operate the system in accordance with the provisions set forth within this Document: Wolfeboro Municipal Electric Department Net Metering Program, Customer-Owned Renewable Energy Resources (100 Kilowatts or Less).

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true and correct and I have read, acknowledged and all provisions set forth within this document:

Signature of Applicant: _____ **Date:** _____

The Customer-Generator shall provide the Wolfeboro Municipal Electric Department with a written update of the information on this form as any changes occur throughout the term of the interconnection.

Attachment A.

NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES
CHAPTER Puc 900

Section Puc 905.02 Disconnect Switch.

- (b) Any generating unit that is required to install a manual disconnect switch for utility use shall meet the following requirements: ***Note: (All units interconnected to the Wolfeboro Municipal Electric Department distribution system shall require a manual disconnect switch).***
- (1) The disconnect switch shall be an external, manual, visible, gang-operated, load break disconnecting switch;
 - (2) The Customer-Generator shall purchase, install, own, and maintain the disconnect switch;
 - (3) The disconnect switch shall be located between the power producing equipment and the interconnection point with the distribution utility system;
 - (4) The disconnect switch shall meet applicable standards established by Underwriters Laboratories, American National Standards Institute, the National Electric Code and Institute of Electrical and Electronic Engineers;
 - (5) The disconnect switch shall be clearly marked, "Generator Disconnect Switch" with permanent letters 3/8 inch or larger;
 - (6) The disconnect switch shall be located at a location on the property of the Customer-Generator mutually agreeable to the Customer-Generator and the distribution utility.
 - (7) The disconnect switch shall be readily accessible for operation and locking by distribution utility personnel; and
 - (8) The disconnect switch must be lockable in the open position with a standard padlock with 3/8 inch shank.

Source. INTERIM #5921, eff 11-7-94, EXPIRED 3-7-95
New. #7424, eff 1-12-01; ss by #9353, INTERIM, eff
1-12-09, EXPIRED 7-11-09
New. #9515, eff 7-18-09; ss by #9998, eff 9-20-11