

BOYLSTON MUNICIPAL LIGHT DEPARTMENT
Terms and Conditions for Simplified Process Interconnections

5/20/2019

1. **Construction of the Facility:** The Interconnecting Customer may proceed to construct the Facility once the approval to install the Facility has been signed by BMLD.
2. **Interconnection and Operation:** The Interconnecting Customer may operate Facility and interconnect with BMLD's system once the following has occurred:
 2. a. **Municipal Inspection:** Upon completing construction, the Interconnecting Customer will have the Facility inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
 2. b. **Certificate of Completion:** The Interconnecting Customer returns the Certificate of Completion appearing as Form B to the Agreement to BMLD at address noted.
 2. c. **BMLD Inspection:** Company has completed or waived the right to inspection.
3. **Company Right of Inspection:** Within ten (10) business days after receipt of the Certificate of Completion, BMLD may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Policy. BMLD has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. If BMLD does not inspect in 10 days or by mutual agreement of the parties, the Witness Test is deemed waived.
4. **Safe Operations and Maintenance:** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
5. **Access:** BMLD shall have access to the disconnect switch of the Facility at all times.
6. **Disconnection:** BMLD may temporarily disconnect the Facility to facilitate planned or emergency BMLD work.
7. **Metering and Billing:** All Facilities approved under this agreement qualify for net metering, as approved by the Department from time to time, and the following is necessary to implement the net metering provisions:
 - 7.a **Interconnecting Customer Provides Two (2) Meter Sockets:** The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards for the Bi-Directional meter for billing. The second meter socket will be for the generation meter for the output of the Solar Array.
 7. b **BMLD Installs Meters:** BMLD shall furnish and install one (1) meter capable of Bi-Directional metering and one (1) meter for recording generation output of the Solar array, within ten (10) business days after receipt of the Certificate of Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.

- 8. Indemnification:** Interconnecting Customer shall indemnify, defend and hold BMLD, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
- 9. Limitation of Liability:** BMLD's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall BMLD be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 10. Termination:** This agreement may be terminated under the following conditions:

 - 10. A. By Mutual Agreement:** The parties agree in writing to terminate the agreement
 - 10. B. By Interconnecting Customer:** The Interconnecting Customer may terminate this agreement by providing written notice to BMLD
 - 10. C. By BMLD:** BMLD may terminate this agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
- 11. Assignment/Transfer of Ownership of the Facility:** This agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this agreement and so notifies BMLD.
- 12. Interconnection Tariff:** These terms and conditions are pursuant to BMLD's policy for the Interconnection of Customer owned generating Facilities, and as the policy may be amended from time to time.

**Simplified Process Interconnection Application and Service Agreement
Form A**

Contact Information:

Date Prepared: _____

Legal Name and address of Interconnecting Customer:

Customer Name (print): _____

Mailing address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone # (day): _____

(Evening): _____ Cell: _____

E-Mail Address: _____

Contractor contact Information:

Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone #: _____

(Evening): _____ Cell: _____

E-Mail Address _____

Facility Information:

Address of Facility: _____

City/Town: _____ State: _____ Zip Code: _____

Account # (on bill): _____ **Meter # (on Bill):** _____

Inverter Manufacturer: _____ Model # and Name: _____ Qty: _____

Nameplate Rating : _____ (kW) _____ (kva) _____ (ac volts) single _____ or Three Phase _____

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

Prime Mover: Photovoltaic Micro Turbine Fuel Cell Turbine Other

Energy Source: Solar Wind Hydro Other

IEEE 1547.1 (UL 1741) Listed? Yes _____ No _____

**Simplified Process Interconnection Application and Service Agreement -
Form A**

****Before beginning construction contractor must contact Town Building Department and
Wiring Inspector for any applications required by the Town of Boylston. ****

BOYLSTON LIGHT DEPARTMENT APPLICATION #: _____

Interconnecting Customer

Light Department

Sign _____

Sign _____

Print _____

Print _____

Date _____

Date _____

Certificate of Completion

Simplified Process Interconnections – Form B

Installation Information:

Application #: _____

Customer Name (print): _____

Mailing Address: _____

City / Town: _____ State: _____ Zip code: _____

Telephone #: _____ Cell #: _____

E-Mail Address: _____

Installation Address (if different from above): _____

Electrical Contractor's Name: _____

Electrical Contractor's Company: _____

Mailing Address: _____

City / Town: _____ State: _____ Zip Code: _____

Business Phone #: _____ Cell #: _____

E-Mail Address: _____

License #: _____

Inspection:

The system has been installed and inspected with the local Building / Electrical Code of
(Town/county): _____

Signed (Electrical Wiring Inspector): _____

Name (print): _____ Date: _____

Attach copy of Electrical permit

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing

Certificate of Completion

Simplified Process Interconnections – Form B

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:

Interconnecting Customer Signature: _____ Date: _____

Print Name: _____

Final Connection Approval: (BMLD use only)

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

Are any system modifications required at this time? Yes _____ No _____

To Be Determined _____

Company Signature: _____ Title: _____ Date: _____

Application ID number: _____

Company waives inspection/Witness Test? Yes _____ No _____