

10 kW and under Generator Interconnection - Terms and Conditions

- 1.) **Interconnection and Operation.** The Interconnecting Customer may operate the electricity generation equipment, henceforth defined as "Facility," and interconnect with Merrimac Municipal Light Department's electrical system only after the Facility is inspected by the Town of Merrimac's Wire inspector and after approval for the interconnection has been given by an authorized Merrimac Municipal Light Department employee.
- 2.) **Right of Inspection.** Merrimac Municipal Light Department 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 all electrical connections have been made in accordance with Merrimac Municipal Light Department policy. Merrimac Municipal Light Department has the right to refuse to connect the Facility in the event of improper Facility installation or if documentation for same is incomplete.
- 3.) **Safe Operation and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
- 4.) **Access.** Merrimac Municipal Light Department and other emergency personnel shall have access at all times to the outside located disconnect switch for the Facility.
- 5.) **Disconnection.** Merrimac Municipal Light Department may temporarily disconnect the Facility for planned or emergency work on Merrimac Municipal Light Department's electrical system.
- 6.) **Metering and Billing.** All Facilities approved under this Agreement will be metered according to the Merrimac Municipal Light Department's Customer Owned Renewable Generation Terms and Conditions, and are required to meet the following conditions.
 - a) **Interconnecting Customer Provides the Meter Socket.** The Interconnecting Customer shall furnish and install the necessary meter socket and wiring in accordance with Massachusetts Electrical Code.
 - b) **Merrimac Municipal Light Department installs the meter.** Merrimac Municipal Light Department will install an appropriate meter for recording energy delivered to and received from the location where the Facility has been installed within ten business days of Merrimac Municipal Light Department and Wiring Inspector authorization for Interconnection and Operation.
 - c) **Solar Production Meter:** Customers participating in the MLP Solar Rebate Program are required to keep the Locus Production Meter in place for 10 years. Visit www.ee.ene.org/solar/ for additional details on this program.
- 7.) **Indemnification.** Interconnecting Customer and Merrimac Municipal Light Department shall each indemnify, defend and hold the other, its officers, employees and agents (including, but not limited to, affiliates, 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 damage 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 an injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
- 8.) **Limitation of Liability.** Each party'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 either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 9.) **Termination.** This Agreement may be terminated under the following conditions:
 - a) **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - b) **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing the Merrimac Municipal Light Department written notice at least 30 days prior to the termination.
 - c) **By the Merrimac Municipal Light Department.** The Merrimac Municipal Light Department may terminate this Agreement if the Facility fails to operate for any consecutive 12 month period, or if 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.
- 10.) **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 Merrimac Municipal Light Department.