

Mansfield Municipal Electric Department

Interconnection Service Agreement

Net metering service is available to generation facilities owned by an existing customer of the Mansfield Municipal Electric Department ("MMED") at the location at which such customer currently receives service from MMED, 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 customer that owns a Facility ("Customer") is subject to the terms and conditions contained herein as well as the Net Metering Tariff as may be adopted and amended by MMED from time to time. In its sole discretion, MMED may limit the cumulative generating capacity of all such Facilities in its service territory and the availability of this service.

1. Parties

This INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this ___ day of ___, 20___, by Mansfield Municipal Electric Department ("MMED"), a Massachusetts municipal light plant and _____ ("Interconnecting Customer"), a _____, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

2. Basic Understandings

This Agreement provides for parallel operation of an Interconnecting Customer's Facility with MMED to be installed and operated by the Interconnecting Customer at _____ (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is shown in Attachment 1. The Interconnecting Customer has the right to operate its Facility in parallel with MMED electric power system (EPS) immediately upon successful completion of the interconnection testing requirements as witnessed by MMED and receipt of written notice from MMED that interconnection with MMED EPS is authorized ("Authorization Date").

3. Term

This Agreement shall become effective upon execution which will become the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 8 of this Agreement.

4. Construction Of The Facility/MMED Approval

4.1 General Requirements . The Customer may proceed to construct the Facility only after MMED has received the completed "Interconnection Application", as shown in Attachment 2 ("Application"), and said Application has been approved by MMED. The Application shall be accompanied by three copies of the one-line diagram of the proposed Facility, the System Impact Study Fee of \$3.00 per kW, proof of insurance, and the application fee of \$500 as specified herein. The one-line diagram submitted by Customer must be stamped by a Registered Professional Engineer. MMED will not approve any such Application if it determines that the Facility could have an adverse impact on

MMED's system or does not or would not comply with the requirements of this Agreement.

The Interconnecting Customer shall be responsible for all costs incurred by MMED for the System Impact Study required to assess the effect of the Interconnecting Customers' installation on MMED as well as the cost of any system modifications required to be performed by MMED to accommodate the installation.

- 4.2 Interconnection Requirements. The Facility shall be designed, constructed, operated and maintained 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 and UL. The Customer is responsible for all permits and regulatory approvals necessary for construction of the Facility.
- 4.3 Operational Requirements. Customer may operate Facility and interconnect with MMED's system only after the following has occurred:
 - 4.3.1 Municipal Inspection - During design the Customer will consult with the local Wire Inspector, Building Inspector and Fire Department for comments on the design. Upon completing construction, the Customer will be required to have the Facility inspected or otherwise certified and/or approved by the local Wire Inspector, Building Inspector and Fire Department before MMED will connect the Customer to the MMED electric system.
 - 4.3.2 Certificate of Completion - The Customer shall provide a "Certificate of Completion" as defined in Attachment 4 to MMED, 125 High Street, Unit # 1; Mansfield, MA 02048.
 - 4.3.3 MMED Right to Inspection - Within ten (10) business days after the receipt of the Certificate of Completion, MMED 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 MMED's requirements, including these Terms and Conditions. MMED has the right to disconnect the Facility in the event of improper installation.
 - 4.3.4 Interconnection Metering/Wiring - 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. Customer shall have installed a second meter socket and necessary wiring between the output of the Facility and Customer's main electrical service. The meter socket shall be located outside at a location approved by MMED. Customer shall provide and install a safety disconnect switch adjacent to MMED's metering equipment that is accessible by MMED at all times.
 - 4.3.5 Safe Operation and Maintenance - Customer shall be solely responsible for constructing, operating, maintaining, and repairing the Facility in a safe manner as set forth in more detail in Section 5 of this tariff. MMED may temporarily disconnect the Facility to facilitate planned or emergency MMED work. In

addition, MMED may disconnect the Facility from its system at any time that MMED determines, in its sole discretion, that the safety and reliability of MMED's system may be compromised by the operation of the Facility.

- 4.3.6 Meters - MMED shall furnish, install and own the meters necessary to register Customer's electric consumption, the Facility's electric generation and the net flow of electricity to and from Customer's premises, if such meters are not in place, at Customer's expense.
- 4.3.7 No Unauthorized Changes to Equipment - Once in operation, Customer shall make no changes or modifications in the equipment, wiring, or the mode of operation without the prior written approval of MMED and the local Wire Inspector. Once in operation, MMED shall have the right to disconnect the Facility from MMED's system if at any time MMED determines in its sole discretion that either (a) the Facility may endanger MMED personnel, or (b) the continued operation of the Facility may endanger the property of or integrity of MMED's electric system. The Facility shall remain disconnected until such time as MMED is satisfied that the condition(s) that caused the problems have been corrected.
- 4.3.8 Inspection Requirements - Customer will remove the Facility from service and cause inspection of all function parts by a qualified person at least every two years. Customer shall retain all records pertaining to such inspection and will make them available for MMED's review upon request by MMED.
- 4.3.9 MMED Access - MMED may enter Customer's premises or property (i) to inspect with prior notice at all reasonable hours Customer's protective devices and to read meter; and (ii) to disconnect the interconnection facilities at MMED's meter or transformer pursuant to Section 5 below.
- 4.3.10 Interconnection Requirements – the checklist of the Interconnection customer submittals required for MMED approval for parallel operation of the Facility are shown in Attachment 4.

5. Operating Requirements

- 5.1 General Operating Requirements - Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule. Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event MMED has reason to believe that Customer's installation may be the source of problems on MMED's system, MMED has the right to install monitoring equipment to determine the source of the problems. If the Facility is determined to be the source of the problems, MMED may require disconnection of the Facility and terminate service under this Agreement as set forth in Section 8. The cost of such testing will be paid by MMED unless MMED demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of Customer, in which case Customer shall pay for the cost of such testing.
- 5.2 No Adverse Effects; Non-interference - MMED shall notify Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to

other Customers or if operation of the Facility could cause damage to MMED's system. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. MMED and Customer will notify one another of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other with advance notice of such conditions. Customer will protect itself from normal disturbances propagating through MMED's system.

5.3 Safe Operations and Maintenance - Customer shall operate, maintain, repair, and inspect, and shall be fully responsible for, the Facility or facilities that it now or hereafter may own. Customer shall be responsible for the maintenance, repair and condition of the Facility on its side of the meter. Customer shall provide equipment on its respective side of the meter that adequately protects MMED's system, personnel, and other persons from damage and injury.

5.4 Access - MMED shall have access to the disconnect switch of the Facility at all times.

5.4.1 MMED and Customer Representative - MMED and Customer shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

5.4.2 MMED Right to Access MMED-Owned Facilities and Equipment - Customer shall allow MMED access to MMED's equipment and MMED's facilities located on Customer's premises. To the extent that Customer does not own all or any part of the property on which MMED is required to locate its equipment or facilities to serve the Facility, Customer shall secure and provide in favor of MMED the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

5.4.3 Right to Review Information - MMED shall have the right to review and obtain copies of Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Facility or its interconnection with MMED's system.

5.5. Disconnection

5.5.1 Temporary Disconnection

5.5.1.1 Emergency Conditions - MMED shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of MMED, continuance of such service to Customer: (i) is imminently likely to endanger persons or damage property; or (ii) is imminently likely to cause a material adverse effect on the integrity or security of, or damage to, MMED's system or to the electric systems of others to which MMED's system is directly connected; or (iii) during emergency conditions related to continuity of service in MMED's service territory. MMED shall notify Customer promptly of the

emergency condition. Customer shall notify MMED promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect MMED's system. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both MMED's and Customer's facilities and operations, its anticipated duration and the necessary corrective action.

5.5.1.2 Routine Maintenance, Construction and Repair - MMED shall have the right to disconnect the Facility from MMED's system when necessary for routine maintenance, construction and repairs on MMED's system. If Customer requests disconnection of the Facility by MMED, Customer will endeavor to provide a minimum of seven days notice to MMED.

5.5.1.3 Forced Outages - During any forced outage, MMED shall have the right to suspend interconnection service hereunder to effect immediate repairs on MMED's system; provided, however, MMED shall use reasonable efforts to provide Customer with prior notice. Where circumstances do not permit such prior notice to Customer, MMED may interrupt interconnection service hereunder and disconnect the Facility from MMED's system without such notice.

5.5.1.4 Non-Emergency Adverse Operating Effects - MMED may disconnect the Facility if the Facility is having an adverse operating effect on MMED's system or other customers that is not an emergency, and Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

5.5.1.5 Modification of the Facility - MMED shall notify Customer if there is evidence of a material modification to the Facility by the Customer and shall have the right to immediately suspend interconnection service hereunder in cases where such material modification has been implemented without prior written authorization from MMED.

5.5.1.6 Re-connection - Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. Customer and MMED shall cooperate with each other to restore the Facility and MMED's system, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

6. Limitation of Liability, Indemnification and Insurance

Customer shall indemnify and hold harmless MMED, Town of Mansfield and their respective elected officials, officers, employees and agents and each of the personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing,

resulting from, relating to or arising out of or in connection with: (i) any failure or abnormality in the operation of the Facility or any related equipment; (ii) any failure of Customer to comply with the standards, specifications, or requirements referenced in these terms and conditions (including appendices hereto) which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the Facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the Facility; (iii) any failure of Customer to duly perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of Customer or (iv) any negligence or intentional misconduct of Customer related to operation of the generating system or any associated equipment or wiring.

MMED shall not be liable to 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 MMED give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on Customer's premises, including the Facility. Customer shall maintain sufficient insurance to cover any damage to MMED's system or its other customers caused by the Facility and shall name MMED and Town of Mansfield as additional insured. The Customer shall provide MMED with proof of satisfactory insurance in accordance with Section 7 below.

7. Insurance Requirements

7.1 Commercial General Liability

- 7.1(a) In connection with Customer's performance of its duties and obligations hereunder, Customer shall maintain, during the term of the Agreement, commercial general liability insurance with a combined single limit of not less than the:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW.
 - ii. Three million thousand dollars (\$3,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW.
- 7.1(b) Any combination of Commercial General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 7.1(c) The commercial general liability insurance required to be purchased in this Section 7 may be purchased for the direct benefit of MMED and shall respond to third party claims asserted against MMED (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 7.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of MMED and MMED will be designated as the primary and

“Named Insured” under the policy.

- 7.1(d) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the “Governmental Entity”) is the Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by MMED. Nothing herein is intended to constitute a waiver or indication of intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 7.2 Insurer Requirements and Endorsements - All required insurance shall be carried by reputable insurers qualified to underwrite insurance in Massachusetts having a Best Rating of “A-” or better. In addition, all insurance shall, (a) include MMED and Town of Mansfield as an additional insured; (b) contain a severability of interest clause or cross-liability clause; and (c) provide that MMED shall not incur liability to the insurance carrier for payment of premium for such insurance. In addition, Interconnecting Party shall either: (i) cause all policies of insurance obtained under this Section to require that the insurance carrier provide thirty (30) calendar days’ prior written notice to MMED before insurance provided under such policies may be reduced or cancelled or (ii) within two (2) Business Days of receipt by Interconnecting Party from its insurance carrier, transmit to Buyer by facsimile a copy of all changes in policy conditions.
- 7.3 Evidence of Insurance - Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Customer. Customer is responsible for providing MMED with evidence of insurance on an annual basis. Prior to MMED commencing work on the system modifications identified in the distribution system impact review and annually thereafter, Customer shall have its insurer furnish to MMED certificates of insurance evidencing the insurance coverage required above. Customer shall notify and send to MMED a certificate of insurance for any policy written on a "claims-made" basis. Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis. In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to MMED.
- 7.4 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Mansfield Municipal Electric Department
Attn: Business Manager
125 High Street, Unit #2
Mansfield MA 02048

8. Termination

Service under this Agreement may be terminated under the following conditions.

- 8.1 The parties agree in writing to terminate the Agreement.

- 8.2 Customer - Customer may terminate service under this Agreement by providing sixty (60) days written notice to MMED. MMED will provide a final bill for such service with the next bill for service to the location of Customer.
- 8.3 By MMED - MMED may terminate service under this Agreement (1) in the event that the Facility impairs the operation of MMED'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 or (2) if there are any changes in applicable regulations or state law that have a material adverse effect on MMED's ability to provide such service.

9. 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 a new Application that must be approved by MMED. Customer will remain the customer for all charges until service under this Agreement has been terminated by Customer or MMED.

10. Dispute Resolution

- 10.1 Any disputes between MMED and Interconnecting Customer hereunder shall be referred to a senior person representing MMED and a senior person representing Interconnecting Customer, both having decision-making authority, for resolution on an informal basis as promptly as practicable ("Informal Dispute Resolution"). In the event that the Parties are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may jointly agree upon, the Parties shall be able to arbitrate as set forth in Section 10.2.
- 10.2 Once the Parties have satisfied the requirements of Section 10.1, then any dispute, need of interpretation, claim, counterclaim, demand, cause of action, or other controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Section 12.2 only, collectively, the "Claims"), whether such Claims sound in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, for damages or any other relief shall be resolved by binding arbitration in accordance with this Section 12.2. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). One arbitrator shall be appointed by the AAA, who shall have at least eight years' professional experience in the field involved in the Claims; shall not have been previously employed by either Party; and shall not have a direct or indirect interest in either Party or in the subject matter of the arbitration. The validity, construction, and interpretation of this agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator. In deciding the substance of the Parties' Claims, the arbitrator shall refer to the governing law, shall permit and supervise the conduct of discovery among the Parties in accordance with the Federal Rules of Civil Procedure (unless otherwise agreed by the Parties in a particular arbitration), and shall have the authority to determine summarily any matter in dispute where there is no genuine issue of material fact and a Party is entitled to prevail as a matter of law. The arbitrator shall have no authority to award multiple, exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under state or federal law, or under the Commercial Arbitration Rules of the AAA, the Parties hereby waiving their rights, if any, to recover any such damages. The arbitration proceeding shall be conducted in Boston,

Massachusetts, or in any other mutually agreed upon location and governed by Massachusetts law. To the fullest extent permitted by law, any arbitration proceeding and the arbitrator's award shall be maintained in confidence by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. It is agreed that the arbitrator shall not have the power to amend or to add to this Agreement, and further that the arbitrator shall not have the authority to make rulings of law other than rulings as to the interpretation of this Agreement. The decision of the arbitrator shall determine and specify how the expenses of the arbitration shall be allocated.

11. Force Majeure.

For purposes of this Agreement, "Force Majeure Event" means any event:

- a. that is beyond the reasonable control of the affected Party; and
- b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

12. Limitation of Liability.

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and 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 or liability 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.

13. Amendments and Modifications.

No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

14. Permits and Approvals.

Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of

System Modifications the Interconnecting Customer will notify MMED that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify MMED that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to MMED.

15. Notices.

15.1 Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

Notices to MMED shall be sent to:

Director
Mansfield Municipal Electric Department
125 High Street, Unit #2
Mansfield MA 02048
Phone: 508-261-7361 FAX: 508-261-7391

Notices to the Interconnecting Customer shall be sent to:

Name: _____
Address: _____
City: _____ State: _____
Phone: _____ FAX: _____

15.2 A Party may change its address for Notices at any time by providing the other Party written Notice of the change in accordance with Section 15.1.

15.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party’s Notice to the other.

16. Default and Remedies

16.1 Defaults.

Any one of the following shall constitute “An Event of Default.”

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches

any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

16.2 Remedies.

Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or inequity.

17. Entire Agreement.

This Agreement, including any attachments or appendices, is entered into pursuant to MMED's filed Net Metering Tariff (MDPU 147), as may be amended from time to time. Together the Interconnection Agreement, Interconnection Application and the Net Metering Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in MMED's Net Metering Tariff.

18. Supercedence

In the event of a conflict between this Agreement, the Net Metering Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Net Metering Tariff, as the same may be amended from time to time, shall control. In the event that MMED files a revised tariff with the Department of Public Utilities after the effective date of this Agreement that directly affects the Interconnecting Customer, MMED shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

19. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

22. Non-waiver

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

23. Counterparts

This Agreement may be signed in counterparts.

24. No Third Party Beneficiaries.

This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

25. Severability.

If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

26. Signatures.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to

For Mansfield Municipal Electric Department:

Name: _____

Title: _____

Date: _____

For Interconnecting Customer:

Name: _____

Title: _____

Date: _____

Attachment 1 – Description of Facility

Attachment 2 – Interconnection Application

Attachment 3 – Certificate of Completion

Attachment 4 – Interconnection Requirements Checklist for Parallel Operation

For Interconnection Facilities rated 500 kW or less (ac nameplate rating)

1. A signed completed Interconnection Application.
2. Payment of \$500 application fee, completed System Impact Study and payment of the System Impact Study Fee of \$3.00 per kW.
3. Submit proof of ownership of the interconnecting solar facility.
4. Executed Interconnection Service Agreement.
5. Proof of Insurance required under interconnection Service Agreement.
6. Copy of electrical permit signed by the Wiring Inspector.
7. Written approval by the Mansfield Fire Department.
8. Copy of building permit signed by the Building Code Enforcement Officer.
9. As-built electrical one-line diagram and a signed memo certifying that the installed equipment is consistent with the one-line diagram.
10. Factory test reports for the inverter that show the pickup settings and associated time delays for the undervoltage, overvoltage, underfrequency, and overfrequency protection functions. If factory settings need to be changed or if factory test reports are unavailable, field test reports shall be provided to the electric utility.
11. Provide a signed and stamped memo from a Registered Professional Engineer attesting that the inverter passed the “2 second shutdown when the utility disconnect switch is open and 5 minutes before re-start after utility disconnect is closed” test.
12. After items 1-11 are satisfied, MMED may install the net meter and allow the interconnection customer to operate the inverter for up to 2 hours (cumulative maximum) under closely-monitored supervision for inverter commissioning. Upon successful completion of this test, the interconnection Customer has the right to operate the inverter in parallel with the electric utility distribution system. MMED will issue written notice that parallel operation is authorized.

For Interconnection Facilities greater than 500 kW (ac nameplate rating)

1. Items 1 through 10 above.
2. A written electric utility witness test procedure prepared by the certified electrical testing company (hired and paid for by the Interconnecting Customer but approved by MMED) that will perform the test and written on the testing company’s letterhead. The written witness test procedure shall list the testing steps in chronological order.
3. The proposed settings for the interconnection protective relay system.
4. After items 1-3 above are satisfied and MMED has approved items 2 and 3, the Interconnecting Customer shall program the interconnective protective relay system and perform relay pickup and time delay tests. At that point, MMED may install the net meter and allow the interconnection Customer to test the interconnection equipment and operate the inverter for up to 2 hours (cumulative maximum) under closely-monitored supervision for inverter commissioning. Once the interconnection equipment and the inverter are functional, the Interconnecting Customer shall schedule the electric utility witness test procedure with MMED.
5. Witness Test – the major steps to be witnessed during the electric utility witness test include the following:
 - a. Interconnection customer shall provide a hard copy of the test report for the interconnection equipment and protective relay system to the electric utility.
 - b. The interconnection customer’s electrical testing company shall conduct the “2 second shutdown when utility disconnect switch is open and 5 minutes before re-start after utility disconnect switch is closed” test. Provide a memo signed and stamped by a Registered Professional

Engineer attesting to this test.

- c. All current and voltage inputs to the protective relay system shall be measured for proper magnitude, frequency, and phase angle.
- d. All relay elements required by the electric utility shall be triggered and the anticipated output should act accordingly on the correct device as shown on the one line diagram.

The Interconnection Customer has the right to operate the inverter in parallel with the electric utility distribution system upon successful completion of the Witness Test and receipt of written notice from MMED that parallel operation is authorized.