

Wellesley Municipal Light Plant

Policy on Interconnection with Distributed Generation

1. Introduction

1.1 Applicability

This document describes the Wellesley Municipal Light Plant's ("WMLP") process and requirements for an Interconnecting Customer to connect a power-generating facility to the WMLP electrical distribution system, including discussion of technical and operating requirements, metering and billing options.

1.2 Definitions

The following words and terms shall be understood to have the following meanings when used in this document:

Customer: WMLP's retail customer; host site or premises, may be the same as Interconnecting Customer.

Expedited Process: As described in Section 3.2, process steps for Listed Facilities from initial application to final written authorization, using a set of technical screens to determine grid impact.

Facility: A source of electricity owned and/or operated by the Interconnecting Customer that is located on the Customer's side of the point of interconnection, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the WMLP distribution system.

Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method or acts generally accepted in the region.

Interconnecting Customer: Entity that owns and/or operates the Facility interconnected to the WMLP distribution system, with legal authority to enter into agreements regarding the construction or operation of the Facility.

Interconnection Service Agreement: An agreement for interconnection service between the Interconnecting Customer and the WMLP.

Listed: A Facility that has successfully passed all pertinent tests to conform with IEEE 1547.1.

Net Metering: Net Metering shall mean utilizing a meter that is enabled to run in a normal direction during periods of net consumption and to run backward during periods of net generator output.

Parallel: The state of operating the Facility when electrically connected to the WMLP distribution system.

Parties: The WMLP and the Interconnecting Customer.

Screen(s): Criteria by which the WMLP will determine if a proposed Facility's installation will adversely impact the WMLP distribution system in the Simplified and Expedited Processes as set forth in Section 3.

Simplified Process: As described in Section 3.1, process steps from initial application to final written authorization for certain inverter-based Facilities of limited scale and minimal apparent grid impact.

Standard Process: As described in Section 3.3, process steps from initial application to final written authorization for Facilities that do not qualify for Simplified or Expedited treatment.

System Modification: Modifications or additions to the distribution-related WMLP facilities that are integrated with the WMLP distribution system for the benefit of the Interconnecting Customer.

Witness Test: The WMLP's right to witness the commissioning testing. Commissioning testing is defined in IEEE 1547-2003.

1.3 Forms and Agreements

The following documents for the interconnection process are included as Attachments:

- Application Forms:
 - a. Simplified Process application form and service agreement with Terms and Conditions (Attachment A)
 - b. Expedited and Standard Process application form (Attachment B)

2.0 Basic Understandings

Interconnecting Customer intends to install a Facility that will be connected electrically to the WMLP distribution system and operate in Parallel, synchronized with the voltage and frequency maintained by WMLP during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate and maintain all necessary equipment on its property for connection to the WMLP distribution system. The Interconnecting Customer and WMLP shall enter into an Interconnection Service Agreement .

The interconnection of the Facility with the WMLP distribution system must be reviewed for potential impact to the WMLP distribution system as described in Section 3, must meet the technical requirements of Section 4 and must be operated as described in Section 6. Any upgrades or modifications to the WMLP distribution system in order to accommodate interconnection of the Facility will be made by WMLP. The Interconnecting Customer shall pay for all System Modifications as set forth in Section 5.

The Interconnecting Customer should consult the WMLP before designing, purchasing or installing any generating equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. WMLP will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the electric service characteristics at the proposed interconnection point.

The Facility should be operated in such a manner that it does not compromise, or conflict with, the safety or reliability of the WMLP distribution system. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the WMLP distribution system do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined in this document.

This interconnection policy does not cover the use of the WMLP distribution system to export power or the purchase of excess power.

3.0 Process Overview

There are three basic paths described below for interconnection of the Interconnecting Customer's Facility to the WMLP distribution system.

- **Simplified** – This is for Listed inverter-based Facilities with a power rating of 10 kW or less single-phase or 25 kW or less three-phase depending on the service configuration.
- **Expedited** – This is for Listed Facilities that pass certain pre-specified screens on radial WMLP systems.
- **Standard** – This is for all facilities not qualifying for either the Simplified or Expedited interconnection processes on radial WMLP systems.

All proposed new Facilities without respect to ownership, dispatch control or prime mover that will operate in parallel with the WMLP distribution system must submit a completed application and pay the appropriate application fee to the WMLP. Interconnecting Customers that are not likely to qualify for the Simplified or Expedited Process may opt to go directly onto the Standard Process path. Interconnecting Customers proposing to interconnect on the WMLP Network system will also go directly onto the Standard Process path. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection process path.

There is no application fee for Facilities that qualify for the Simplified Process. Expedited and Standard Process fees will be determined on a case-by-case basis.

3.1 Simplified Process

Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 10 kW or less receiving single-phase service from a single phase transformer, or using Listed three-phase inverter-based Facilities with power ratings 25 kW or less receiving three-phase service from a three-phase transformer configuration, and requesting an interconnection on a radial feeder where the

aggregate Facility capacity on the circuit is less than 7.5% of the circuit annual peak load qualify for Simplified interconnection.

The Simplified Process is as follows:

- a. Interconnecting Customer submits a Simplified Process application.
- b. WMLP verifies Facility equipment passes the screens for Simplified Process.
 - Radial Feeder
 - Power rating $< 7.5\%$ of feeder peak
 - Listed (UL 1741)
 - Power rating ≤ 10 kW single-phase or ≤ 25 kW three-phase
 - Service type
- c. If approved, WMLP signs the application and sends a copy to the Interconnecting Customer along with a cost estimate for any necessary modifications to the WMLP distribution system.
- d. Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local Inspector of Wires, or other authority having jurisdiction, and this person signs the Certificate of Completion.
- e. The Interconnecting Customer returns the Certificate of Completion to the WMLP.
- f. WMLP will inspect the Facility for compliance with this Policy.
- g. The WMLP authorizes the Facility to operate in Parallel.

3.2 Expedited Process

Interconnecting Customers not qualifying for the Simplified Process or not in the Standard Process must pass a series of screens before qualifying for Expedited interconnection. Depending on whether one or more screens are passed, additional steps may be required.

The Expedited Process is as follows:

- a. Interconnecting Customer submits an Expedited / Standard application.
- b. WMLP verifies Facility equipment passes the screens for Expedited Process.
 - Radial Feeder
 - Power rating $< 7.5\%$ of feeder peak
 - Listed (UL 1741)
 - Power rating ≤ 10 kW single-phase or ≤ 25 kW three-phase
 - Service type
 - Voltage drop on start $< 2.5\%$ primary and 5.0% for secondary
 - Compliance with IEEE Std 1547 and 1547.1.
 - Fault current contribution $< 10\%$ of the feeder fault current
 - Transient stability appropriate for feeder

- c. WMLP may conduct internal studies as to identify modifications to the distribution system made necessary by the Facility.
- d. WMLP prepares and sends the Interconnecting Customer a cost estimate and an appropriate executable Interconnection Agreement.
- e. If one or more screens are not passed the Facility will become subject to the Standard Process.
- f. Interconnecting Customer returns the signed Interconnection Service Agreement.
- g. WMLP executes the Interconnection Service Agreement.
- h. Interconnecting Customer completes installation and, upon receipt of payment, the WMLP completes system modifications as required.
- i. WMLP inspects completed installation for compliance with this Policy and attends a witness test.
- j. Interconnecting Customer sends Certificate of Completion to WMLP.
- k. The WMLP authorizes the Facility to operate in Parallel.

3.3 Standard Process

All Facilities not qualified for the Simplified Process or the Expedited Process must use the Standard Process.

The Standard Process is as follows:

- a. Interconnecting Customer submits an Expedited / Standard application.
- b. WMLP will conduct an initial review of the application. A meeting will be held between WMLP and the Interconnecting Customer. At this meeting WMLP will provide the Interconnecting Customer with pertinent information.
- c. WMLP will provide a cost estimate for the study to determine distribution system modifications.
- d. Interconnecting Customer pays for study.
- e. The WMLP will perform the study and determine the cost of required system modifications.
- f. WMLP prepares and sends the Interconnecting Customer a cost estimate and an appropriate executable Interconnection Agreement.
- g. Interconnecting Customer returns the signed Interconnection Service Agreement.
- h. WMLP executes the Interconnection Service Agreement.

- i. Interconnecting Customer completes installation and, upon receipt of payment, the WMLP completes system modifications as required.
- j. WMLP inspects completed installation for compliance with this Policy and attends a witness test.
- k. Interconnecting Customer sends Certificate of Completion to WMLP.
- l. The WMLP authorizes the Facility to operate in Parallel.

4.0 Interconnection Requirements

Interconnecting Customer shall design and construct the Facility in accordance with the applicable manufacturer's instruction and in compliance with the requirements of this document.

Requirements are as follows:

- a. **Transient Voltage Conditions** – Because of unusual events on the WMLP distribution system, there will be transient voltage fluctuations that will result in voltages exceeding the limits of the stated ranges. The Facility should be designed to handle these transient conditions.
- b. **Noise and Harmonics** – Noise and harmonics levels shall not exceed those allowed in the most current IEEE Standard 1547.
- c. **Frequency** – The WMLP distribution system generally operates at 60 hertz. Instantaneous deviations from 60 hertz occur infrequently and may be as much as +/- two tenths of a cycle. The Facility should be designed to handle these transient conditions.
- d. **Machine Reactive Capability** – Facilities < 1 megawatt (“MW”) will not be required to provide reactive capability. Facilities \geq 1 MW will be required to provide reactive capability to regulate and maintain distribution system voltage within an acceptable range.
- e. **Protection Requirements** – In addition to any WMLP requirements, any Facility to be interconnected with the WMLP distribution system must comply with the standards listed below.
 - IEEE Standard 1547, Latest.
 - UL Standard 1741.
 - IEEE Standard 929-2000

5.0 Responsibility for Costs of Interconnecting a Facility

In addition to the cost associated with the installation and construction of the Facility, the Interconnecting Customer shall be responsible for all WMLP study and distribution system modification costs. All fees related to the interconnection process are payable in advance of work being performed.

6.0 Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule and all requirements of this policy.

Requirements are as follows:

- a. **No Adverse Effects; Non-Interference** - WMLP shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other customers served by WMLP or if operation of the facility could cause damage to the WMLP distribution system. Each party shall notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities that could affect the safe operation of the other party's equipment or facilities.

The WMLP will operate the distribution system in such a manner so as not to unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the WMLP distribution system. Such normal disturbances shall not constitute unreasonable interference.

- b. **Safe Operation and Maintenance** - Each Party shall operate, maintain, repair and inspect and shall be fully responsible for the facilities it owns. The WMLP and the Interconnecting Customer shall each provide equipment on its respective side of the interconnection point that adequately protects the WMLP distribution system, personnel and other persons from damage and injury.
- c. **Access** - The WMLP shall have access to the disconnect switch of the Facility at all times.

7.0 Disconnection

The WMLP may temporarily disconnect the Facility for the following:

- a. **Emergency Conditions** – Immediate temporary disconnection.
- b. **Routine Maintenance, Construction and Repair** – Temporary disconnection with appropriate notice.
- c. **Forced Outages** – Immediate temporary disconnection.
- d. **Non-Emergency Adverse Operating Effects** – Temporary disconnection with appropriate notice.
- e. **Modification of the Facility** – Immediate temporary disconnection. Reconnection only after Interconnecting Customer proves satisfactory compliance with this policy.

The WMLP and/or the Interconnecting Customer may permanently disconnect the Facility per the following:

- a. **Simplified Process/Net Metering** – Either party may permanently disconnect the Facility upon sixty (60) days advance written notice to the other party.

- b. **Expedited/Standard Process** – Either party may permanently disconnect the Facility in accordance with their contractual agreement.

8.0 Metering, Monitoring and Communication

The WMLP shall furnish, read and maintain all revenue metering equipment. The Interconnecting Customer shall furnish, install and maintain all meter mounting equipment such as or including meter sockets, test switches, conduits and enclosures. The Interconnecting Customer will be responsible for all costs incurred by WMLP for the purchase, installation, maintenance, testing, repair and replacement of any metering equipment.

Facilities with a capacity 10 kW or less will have Net Metering. Net Metering shall mean utilizing a meter that is enabled to run in a normal direction during periods of net consumption and to run backward during periods of net generator output. In Facilities with a capacity greater than 60 kW metering, monitoring and communications will be specified on a case-by-case basis.

9.0 Insurance Requirements

9.1 General Liability

- a. In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
 - 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 five (5) MW;
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) 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;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements pursuant to 220 CMR 11.04.
- b. No insurance is required for Facilities eligible for net metering. However, WMLP recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- c. Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- d. The general liability insurance required to be purchased in this Section 9 may be purchased for the direct benefit of the WMLP and shall respond to third party claims asserted against the WMLP (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the

- e. The insurance hereunder is intended to provide coverage for the WMLP solely with respect to claims made by third parties against the WMLP.
- f. 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 Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company 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 the WMLP. Nothing herein is intended to constitute a waiver or indication of an attempt to waive the protections of G.L. c. 258 by the Governmental Entity.

9.2 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-“. In addition, all insurance shall, (a) include the WMLP as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the WMLP shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to the WMLP prior to cancellation, termination or material change of such – insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the WMLP as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written by the insurance carrier, then upon Interconnecting Customer’s written notice to the WMLP, the requirements of clause (a) shall be waived.

9.3 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 Interconnecting Customer.

The Interconnecting Customer is responsible for providing the WMLP with evidence of insurance in compliance with this document on an annual basis.

Prior to the WMLP commencing work on system modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the WMLP certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the WMLP a certificate of insurance for any policy written on a “claims made” basis. The Interconnecting 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 the WMLP.

9.4 Self Insurance

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the WMLP.

- a. Interconnecting Customer shall provide to the WMLP, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such a program to self-insure to a level of coverage equivalent to that required.
- b. If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure to the reasonable satisfaction of the WMLP in its sole determination, Interconnecting Customer shall promptly obtain and provide evidence of the coverage required under Section 9.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Governmental Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 9.1(a).

10.0 Amendments/Modification

The terms and conditions of this Policy on Interconnection with Distributed Generation are subject to amendment and/or modification at any time by the WMLP, and the Interconnecting Customer agrees to be bound by any such amendment and/or modification.

Simplified Process Interconnection Application and Service Agreement

Contact Information: Date Prepared: _____
 Legal Name and Address of Interconnecting Customer
 Customer or Company Name: _____ Contact Person, if Company: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone (Daytime): _____ (Evening): _____
 Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information:
 Name: _____ Contact Person, if Company: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone (Daytime): _____ (Evening): _____
 Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor:
 Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone (Daytime): _____ (Evening): _____
 Facsimile Number: _____ E-Mail Address: _____

Ownership Information (include % ownership by any electric utility): _____

Facility Information:
 Address of Facility: _____
 City: _____ State: _____ Zip Code: _____
 Electric Company: WMLP Account Number: _____ Meter Number: _____
 Inverter Manufacturer: _____ Model Name and Number: _____ Quantity: _____
 Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts) Single _____ or Three _____ Phase
 System Design Capacity: _____ (kW) _____ (kVA)
 Prime Mover: _____ Photovoltaic _____ Reciprocating Engine _____ Fuel Cell _____ Turbine _____ Other
 Energy Source: _____ Solar _____ Wind _____ Hydro _____ Diesel _____ Natural Gas _____ Fuel Oil
 _____ Other
 IEEE 1547.1 (UL 1741) Listed? _____ Yes _____ No
 Estimated Install Date: _____ Estimated In-Service Date: _____

Customer Signature:
 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: _____

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

Approval to Install Facility (For Company Use Only)

Installation of the Facility is approver contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required (Are system modifications required? _____ Yes _____ No _____ To be determined):
 Company Signature: _____ Title: _____ Date: _____

Company waives inspection / Witness Test? _____ Yes _____ No

Terms and Conditions for Simplified Process Interconnections

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 the Company.
2. **Interconnection and operation.** The Interconnecting Customer may operate Facility and interconnect with the Company's system once the following has occurred:
 - 2.1. **Municipal Inspection.** Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
 - 2.2. **Certificate of Completion.** The Interconnecting Customer returns the Certificate of Completion appearing as Attachment 2 to the Agreement to the Company at address noted.
 - 2.3. **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, the Company 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 Tariff. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. If the Company 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.** The Company shall have access to the disconnect switch (if required) of the Facility at all times.
6. **Disconnection.** The Company may temporarily disconnect the Facility to facilitate planned or emergency Company 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:
 - 7.1. **Interconnecting Customer Provides Meter Socket.** The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards.
 - 7.2. **Company Installs Meter.** The Company shall furnish and install a meter capable of net metering 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.** Except as the Commonwealth is precluded from pledging credit by Section I of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, 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.** 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.
10. **Termination.** This Agreement may be terminated under the following conditions:
 - 10.1. **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - 10.2. **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - 10.3. **By Company.** The Company 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 the Company.
12. **Interconnection Tariff.** These Terms and Conditions are pursuant to the Company's Tariff for the Interconnection of Customer-Owned Generating Facilities, as approved by the Department of Telecommunications and Energy and as the same may be amended from time to time ("Interconnection Tariff"). All defined terms set forth in these Terms and Conditions are as, defined in the Interconnection Tariff (see Company's website for complete tariff).

Expedited and Standard Process Interconnection Application and Service AgreementContact Information:

Date Prepared: _____

Legal Name and Address of Interconnecting Customer

Customer or Company Name: _____ Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information:

Name: _____ Contact Person, if Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Ownership Information (include % ownership by any electric utility): _____

Facility Information:

Address of Facility: _____

City: _____ State: _____ Zip Code: _____

Electric Company: WMLP Account Number: _____ Meter Number: _____

Inverter Manufacturer: _____ Model Name and Number: _____ Quantity: _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts) Single _____ or Three _____ Phase

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

Prime Mover: _____ Photovoltaic _____ Reciprocating Engine _____ Fuel Cell _____ Turbine _____ Other

Energy Source: _____ Solar _____ Wind _____ Hydro _____ Diesel _____ Natural Gas _____ Fuel Oil

_____ Other

IEEE 1547.1 (UL 1741) Listed? _____ Yes _____ No Need Air Quality Permit from DEP? _____ Yes _____ No

Planning to Export Power? _____ Yes _____ No Cogeneration Facility? _____ Yes _____ No

Anticipated Power Export: _____

Export Form? _____ Simultaneous Purchase/Sale _____ Net Purchase/Sale _____ Net Metering _____ Other

Estimated Install Date: _____ Estimated In-Service Date: _____

Customer Signature:

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: _____