



YOUR CONSUMER OWNED ELECTRIC UTILITY SINCE 1893

## NET METERING AGREEMENT

Name: \_\_\_\_\_ Service Address: \_\_\_\_\_

\_\_\_\_\_

Account # \_\_\_\_\_

THIS AGREEMENT is dated as of \_\_\_\_\_, 20\_\_, and memorializes the arrangements of the Parties, Kennebunk Light & Power District and \_\_\_\_\_, with respect to net metering and net energy billing.

1. By this Agreement, Kennebunk Light & Power District (the "District") and \_\_\_\_\_ (the "Customer") are entering into arrangements for net metering of the Customer's electricity consumption pursuant to Maine Public Utilities Commission ("PUC") regulations codified at 65-407 Administrative Rules of Maine ("ARM") Chapter 313 ("Chapter 313").
2. Customer represents to KLPD that Customer meets the qualification requirements established by Chapter 313, Section 3.A., in that Customer owns, or is legally entitled to energy generated using, an eligible facility. An "eligible facility" is defined for these purposes as an "an electric generating facility that uses a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2)(C) or is a micro-combined heat and power system" (Chapter 313, Section 2.D.) having installed capacity of 100 kilowatts ("kW") or less (Chapter 313, Section 3.C.). KLPD is not required to, and does not, provide net metering arrangements for "shared ownership" of eligible facilities (Chapter 313, Section 3.B.6.). KLPD reserves its right to challenge before the PUC Customer's qualification for net energy billing in the event that facts come to KLPD's attention indicating that Customer is not, or has ceased to be, qualified for net energy billing under Chapter 313.
3. "Net energy billing" is defined by Chapter 313, for purposes of this Agreement, as "a billing and metering practice under which a customer . . . [is] billed on the basis of net energy over the billing period taking into account accumulated unused kilowatt-hour credits from the previous billing period" (Chapter 313, Section 2.G.). Chapter 313, Section 3.E.1. allows such credits where "the electricity generated during the billing period by the eligible facility plus any kilowatt-hour credits from prior billing periods exceed the customer's . . . kilowatt-hour usage during the billing period, the excess shall be applied to the customer's bill . . . for the following billing period as a reduction in the customer's kilowatt-hour usage."

- A. The application of credits will be based upon an Annualized Method. Under the Annualized Method, the Customer may bank its generation exceeding consumption from month-to-month for one year. At the conclusion of the billing year, which begins and ends on an Anniversary Date selected by Customer, KLPD ceases to be obligated to apply credits accumulated during the billing year for any net generation by Customer. Each new billing year begins on the selected Anniversary Date with a balance of zero kWh credits.
  - B. Customer selects \_\_\_\_\_ as its Anniversary Date.
4. When generation exceeds consumption, KLPD will bill the Customer, in accordance with Chapter 313, only for those non-metered services, which currently are the minimum monthly customer service charge and the customer contribution to the statewide LIAP program.
  5. If the Customer has more than one metered facility on the same premise as the primary generation location, the consumption at those locations may also be “netted” against the output of the Customer’s eligible generation facility.
  6. The District will provide, own and maintain the meter/meters necessary to provide an accurate record of the energy delivered to and received from the premise where the customer has installed its eligible generation facility.
  7. Customer will provide, own and maintain all the appropriate wiring up to and including the meter socket (as specified by KLPD) as the service entrance point. Customer will provide KLPD with:
    - a. A complete description of the generating equipment that Customer plans to install. If the Generating Facility includes photovoltaic panels, the description must include the manufacturer name, model number, number of panels and nameplate rating;
    - b. A description of the specific inverter(s) used to control the interconnection between KLPD and the eligible generating facility, and a description of how the power output from the inverter is connected to the main service panel via a branch breaker;
    - c. Information regarding any existing insurance coverage (liability and property) for the eligible generation facility location; and
    - d. A copy of the final, signed, jurisdictional approval (building permit) for the eligible generating facility from the local government entity with jurisdiction over the installation of Customer’s eligible generation facility.
  8. The customer, by signing this agreement, certifies to KLPD that its installation of the eligible generation facility and all interconnections to KLPD’s metering have

been completed in full compliance with the National Electrical Code, National Electrical Safety Code, Institute of Electrical and Electronic Engineers (IEEE) Standard 1547, and all applicable state and local electrical regulations. Customer assumes full liability for any accident or damage to the KLPD system resulting in any manner from Customer's interconnection of the eligible generation facility to the KLPD system.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

\_\_\_\_\_  
By: Kennebunk Light and Power District

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date