

Interconnection Application/Agreement Terms and Conditions for Interconnection

For a Level 1 Review (Certified Inverter-based Units of 10kW and under)

1. **Construction of the Customer-Generator Facility.** The Customer-Generator may proceed to construct (including operational testing not to exceed 2 hours) the Customer-Generator Facility once the approval to install the Customer-Generator Facility has been received from the Electric Distribution Company (EDC).

The Customer-Generator Facility shall be constructed in accordance with information provided in Part 1 of the Interconnection Application/Agreement, IEEE 1547 and the Commission's regulations.

Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 1 review that is not agreed to in writing by the EDC, shall require submission of a new Interconnection Request.

2. **Interconnection and Operation.** The Customer-Generator may interconnect and operate the Customer-Generator Facility with the EDC's system once all of the following have occurred:
 - 2.1. **Electrical Inspection:** Upon completing construction, the Customer-Generator will have the Customer-Generator Facility inspected or otherwise certified by the local electrical wiring inspection authority having jurisdiction over the Customer-Generator Facility.
 - 2.2. **Certificate of Completion:** The Applicant shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
 - 2.3. **Inspection:** The EDC has either completed its inspection or waived the right to inspection in the Application/Agreement as follows:
 - 2.3.1. **EDC Right of Inspection.** After receipt of the Certificate of Completion, the EDC will, upon reasonable notice (minimum of 10-days notice as noted in 2.3.2 below) and at a mutually convenient time, conduct an inspection of the Customer-Generator Facility and perform a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made as required.

- 2.3.2. Witness Test. For Level 1 review projects only, if the EDC does not inspect the installation within the minimum notice period of 10 business days, or by mutual agreement of the Parties, the Witness Test is deemed waived.
- 2.4. Metering: Revenue quality metering equipment shall be installed and tested by the EDC. (Note: The EDC may allow interconnected operations prior to the meter installation.)
- 2.5. Acceptance: The EDC's representative has signed Part 2, the Certificate of Completion, approving the facility for energization.
3. **Periodic Testing.** All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or authority that has jurisdiction over the Customer-Generator Facility interconnection. Periodic test reports or a log for inspection shall be maintained.
4. **Safe Operations and Maintenance.** The Customer-Generator shall be fully responsible for the operation, maintenance and repair of the Customer-Generator Facility as required to ensure that the Customer-Generator Facility complies at all times with the interconnection standards it has been certified to meet.
5. **Access.** The EDC shall have access to the metering equipment and the disconnect/isolation device of the Customer-Generator Facility at all times. The EDC shall provide reasonable notice to the Customer-Generator, when possible, prior to using its right of access. In an emergency or outage situation, where there is no access to an AC disconnect/isolation device such as a switch or breaker, the EDC may disconnect the electrical service to the premises.
6. **Exterior AC Disconnect Switch / Isolation Device.** Small generator facilities shall be capable of being isolated from the EDC by means of a lockable, visible-break isolation device accessible by the EDC. The isolation device shall be installed, owned and maintained by the owner of the small generation facility and located between the small generation facility and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered an isolation device for purposes of this requirement.

An interconnection customer may elect to provide the EDC access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to the EDC, by installing a lockbox provided by the EDC that shall provide ready access to the isolation device. The interconnection customer shall install the lockbox in a location that is readily accessible by the EDC and the interconnection customer shall permit the EDC to affix a placard in a location of its choosing that provides clear instructions to EDC operating personnel on access to the isolation device. The interconnection customer, at its option, may provide and install both the lockbox & placard.

7. **Operations / Disconnection.** The EDC may temporarily disconnect the Customer-Generator Facility upon occurrence of the following conditions:
 - 7.1. For scheduled outages upon reasonable notice,
 - 7.2. For unscheduled outages or emergency conditions,
 - 7.3. If the EDC determines that the Customer-Generator Facility does not operate in a manner consistent with this Application/Agreement.
 - 7.4. If the EDC determines that continued operation of the Customer-Generator Facility is a safety hazard to the EDC's personnel or to the general public.
 - 7.5. In the event the interconnection equipment used by the Customer-Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and the EDC ascertains that continued operation has the potential to cause a safety, reliability or a power quality problem.
8. **Indemnification.** The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under these terms and conditions on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
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 these terms and conditions, 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 Application/Agreement may be terminated under the following conditions:
 - 10.1. By Customer-Generator. The Customer-Generator may terminate this Application/Agreement by providing written notice to the EDC.
 - 10.2. By the EDC. The EDC may terminate this Application/Agreement if the Customer-Generator fails to remedy a violation of terms of this Application/Agreement upon written notice and a reasonable opportunity to cure.

11. **Permanent Disconnection.** In the event the Application/Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the Customer-Generator to disconnect its Customer-Generator Facility.
12. **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill its rights or obligations that arose under the Application/Agreement.
13. **Assignment/Transfer of Ownership of the Customer-Generator Facility:** This Application/Agreement shall survive the transfer of ownership of the Customer-Generator Facility to a new owner unless the new owner terminates this Application/Agreement and so notifies the EDC in writing. The EDC will be responsible for contacting the new customer to execute a new Application/Agreement or assignment agreement, in order for the new owner to be treated as a Net Metering customer.
14. **Definitions.** The capitalized terms used herein, and the definitions of such terms, are as those used in regulations adopted by the Pennsylvania Public Utility Commission at 52 Pa. Code § 75.22, relating to Interconnection Standards and Definitions.
15. **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand, or request required or authorized in connection with this Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by Electronic Mail (E-mail) delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to EDC:

The contact listed on the EDC website as the primary contact for the EDC listed in the Customer-Generator’s Facility Information section on Page 1 of the Interconnection Application/Agreement.

If to Customer-Generator:

The contact listed in the Legal Name and Mailing Address of Customer-Generator section on Page 1 of the Interconnection Application/Agreement. The Customer-Generator is responsible for notifying the EDC of any change in the contact party information.

In the event the original applicant sells or otherwise transfers ownership of the property listed in the Customer-Generator Facility’s Information section listed on Page 1 of the Interconnection Application/Agreement, the original applicant shall provide the EDC with the appropriate contact information for the new owner of the property. Upon any subsequent transfer of ownership, the then current owner shall provide the EDC with the new owner’s information.