

Maryland Level 1 Interconnection Agreement Change Notice
(To be completed and returned to the utility when a new utility account holder
adopts the standard Interconnection Agreement Terms and Conditions
for an existing Solar Generating System ¹)

Interconnection Customer Information

Former Account Name: _____
New Name: _____
System Address: _____
City: _____ State: _____ Zip Code: _____
Mailing Address (only if different than system address): _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
System Capacity: _____ KW (DC)

Interconnection Customer Signature

I agree to abide by the attached Standard Terms and Conditions, agree to apply for a Renewable Energy Facility Certificate² at the Maryland Public Service Commission, and notify the Maryland Public Service Commission in writing³ within 30 days of any change to the information contained in this change notice.

Signed _____ Date _____
(Signature of interconnection customer)

Printed Name: _____ System Capacity _____ KW (DC)

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Notice of replacement Interconnection Agreement and Final Approval (for Electric Distribution Company ("EDC") use only)

A replacement Interconnection Agreement has been approved by the utility for the solar system at the address listed above. The new Interconnection Agreement is approved upon the signing and return of this Certificate Change Notice by utility:

Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

¹ The purpose of this form is to: (1) allow new utility account holders to enter into the standard Terms and Conditions for Interconnection with their utility; and (2) attach the signed form with Public Service Commission application for a Level 1 Renewable Energy Facility Certification. The EN71 REF Certificate application form is available on the PSC web site.

² Obtain an EN71 REF Certificate application form at www.psc.state.us or call Mr. Ude I. Ude at 410 767-8510

³ Send written notice to Office of the Executive Secretary, Maryland Public Service Commission, 6 St. Paul, Baltimore, Md. 21202.

Terms and Conditions for Interconnection

- 1) **Construction of the Small Generator Facility.** The Interconnection Customer may proceed to construct (including operational testing not to exceed 2 hours) the Small Generator Facility once the Conditional Agreement to Interconnect a Small Generator Facility on the preceding page has been signed by the Electric Distribution Company (“EDC”).
- 2) **Final Interconnection and Operation.** The Interconnection Customer may operate the Small Generator Facility and interconnect with the EDC’s Electric Distribution System after all of the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the Interconnection Customer will cause the Small Generator Facility to be inspected by the local electrical wiring inspector with jurisdiction who shall establish that the Small Generator Facility meets the requirements of the National Electrical Code.
 - b) **Certificate of Completion:** The Interconnection Customer shall provide the EDC with a completed copy of the Interconnection Agreement Certificate of Completion, including evidence of the electrical inspection performed 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. The Interconnection request shall not be finally approved until the EDC’s representative signs the Interconnection Agreement Certificate of Completion.
 - c) EDC has either waived the right to a Witness Test in the Interconnection Request, or completed its Witness Test as per the following:
 - i) Within five (5) business days of the estimated commissioning date, the EDC may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the Small Generator Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes;
 - ii) If the EDC does not perform the Witness Test within the 5-day period or such other time as is mutually agreed to by the parties, the Witness Test is deemed waived.
- 3) **IEEE 1547.** The Small Generator Facility is installed operated and tested in accordance with the requirements of IEEE standard 1547, “Standard for Interconnecting Distributed Resources with Electric Power Systems”, as amended and supplemented, at the time the interconnection request is submitted.
- 4) **Access.** The EDC shall have direct, unabated access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.
- 5) **Metering.** Any required metering shall be installed pursuant to appropriate tariffs and tested by the EDC pursuant to the EDC’s meter testing requirements pursuant to the Code of Maryland Regulations (COMAR).

- 6) **Disconnection.** The EDC may temporarily disconnect the Small Generator Facility upon the following conditions:
 - a) For scheduled outages upon reasonable notice;
 - b) For unscheduled outages or emergency conditions;
 - c) If the Small Generator Facility does not operate in the manner consistent with this Agreement;
 - d) Improper installation or failure to pass the Witness Test;
 - e) If the Small Generator Facility is creating a safety, reliability or a power quality problem; or
 - f) The Interconnection Equipment used by the Small Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.

- 7) **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 performance or failure to perform under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

- 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 Interconnection Customer - The Interconnection Customer may terminate this application agreement by providing written notice to the EDC.
 - b) By the EDC - The EDC may terminate this Agreement if the Interconnection Customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date can be no less than 30 calendar days after the Interconnection Customer receives notice of its violation from the EDC.

- 10) **Modification of Small Generator Facility.** The Interconnection Customer must receive written authorization from the EDC before making any changes to the Small Generator Facility, other than minor changes that do not have a significant impact on safety or reliability of the Electric Distribution System as determined by the EDC. If the Interconnection Customer makes such modifications without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the Small Generator Facility.

- 11) **Permanent Disconnection.** In the event the Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the customer to disconnect its Small Generator Facility.
- 12) **Disputes.** Each party agrees to attempt to resolve all disputes regarding the provisions of these interconnection procedures pursuant to the dispute resolution provisions of the Maryland Standard Small Generator Interconnection Rules.
- 13) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Maryland. Nothing in this Agreement is intended to affect any other agreement between the EDC and the Interconnection Customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the EDC's tariff, the EDC tariff shall control.
- 14) **Survival Rights.** This Agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill rights or obligations that arose under the Agreement.
- 15) **Assignment/Transfer of Ownership of the Small Generator Facility.** This Agreement shall terminate upon the transfer of ownership of the Small Generator Facility to a new Eligible Customer Generator (owner or tenant), unless the new Eligible Customer Generator notifies the EDC of the change, their agreement to abide by the Terms and Conditions of the original Interconnection Agreement, and so notifies the EDC in writing prior to or coincident with the transfer of electric service to the new customer. Should an interconnection agreement terminate for failure of a new customer to provide appropriate written agreement within 30 days, the EDC shall notify the Public Service Commission the Interconnection Agreement has been terminated.
- 16) **Definitions.** Any capitalized term used herein and not defined shall have the same meaning as the defined terms used in the Maryland Standard Small Generator Interconnection Rule.
- 17) **Notice.** Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Use the contact information provided in the Agreement for the Interconnection Customer. The Interconnection Customer is responsible for notifying the EDC of any change in the contact party information, including change of ownership.

If to EDC:

Use the contact information provided on the EDC's web page for small generator interconnection.