Change of Ownership Certified Inverter-Based Generating Facility No Larger than 20 kW

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required. Please note there is a **\$50** fee to transfer the ownership of a Generating Facility.

| Interconnection | Customer |
|--|---|
| | Contact |
| Name: | Person: |
| Address: | _ E-Mail: |
| City: State: Zip: | Phone |
| County: | Day: Evening: |
| Alternative Contact Information/Owner/Lessor (if different from Interconnection Customer) | |
| Name: | _ E-Mail: |
| Address: | Fax: |
| City: State: Zip: | Phone Day: |
| County: | |
| Generating Facility Information | |
| Owner(s) of Facility: | Inverter Manufacturer: |
| Office of Regulatory Staff | |
| Certificate No.: (if applicable) | Model: |
| Generating Facility Location (if different from above) | Rating:(kW)(kVA)(AC Volts |
| Address: | System Design Capacity:(kW)(kVA) |
| City: State: Zip: | Single Phase: or Three Phase: |
| County: | Prime Mover: Photovoltaic Fuel Cell |
| | Reciprocating Engine Turbine |
| Utility: Santee Cooper (South Carolina Public Service Authority) | . Other: |
| Acct. No: | Energy Source: Solar Wind Natural Gas |
| Estimated Installation Date: | U Hydro Diesel Fuel Oil Other: |
| Estimated In-Service Date: | Is the equipment UL 1741 listed? |
| The 20 kW Inverter Process is available only for inverter-based Generating | (If Yes, attach manufacturer's cut-sheet UL 1741 listing.) |
| Facilities no larger than 20 kW that meet the codes, standards, and certification | Customer Signature |
| requirements of Attachments 5 and 6 of the Generator Interconnection Procedures, or the Authority has reviewed the design or tested the proposed | I hereby certify that, to the best of my knowledge, the information |
| Generating Facility and is satisfied that it is safe to operate. | provided in this Interconnection Request Application Form is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified |
| List components of the Facility equipment package that are currently certified: | Inverter-Based Generating Facility No Larger than 20 kW. |
| Number Equipment Type Certifying Entity | |
| 1 | Sign: Date: |
| 2 | |
| 3 | Please select return area: |
| 4 | |
| 5 | |
| | - |
| Contingent Approval to Interconnect the Generating Facility (For Authority Use Only) | |
| Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return of the Certificate of Completion. | |
| Interconnection Request | Authority |
| | Signature: Date: |
| Authority waives inspection/witness test? | Title: |

TERMS & CONDITIONS For Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW

1.0 Construction of the Facility - (not applicable to change of ownership process)

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the Authority approves the Interconnection Request and returns it to the Customer.

The Customer shall install a manual load-break disconnect switch or safety switch as a <u>clear visible indication</u> of switch position between the Authority System and the Interconnection Customer. For personnel safety, the switch shall have visible blades so that switch position can be confirmed. The switch shall be installed immediately adjacent to the Authority's meter, unless otherwise agreed to and approved by the Authority.

The customer shall be responsible for all costs associated with the installation of the facility, including required equipment on the customer's premise and upgrades to the Authority's system.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with the Authority's System and operate in parallel with the Authority's System once all of the following have occurred:

- 2.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
- 2.2 The Customer returns the Certificate of Completion, and a signed copy of the electrical permit from the Authority Having Jurisdiction (AHD) to the Authority, *(not applicable to change of ownership process)* and
- 2.3 The Authority has either:
 - 2.3.1 Completed its inspection of the Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Authority, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Authority shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
 - 2.3.2 If the Authority does not schedule an inspection of the Generating Facility within ten Business Days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or
 - 2.3.3 The Authority waives the right to inspect the Generating Facility.
- 2.4 The Authority has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.
- 2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.
- 2.6 For systems that are connected behind-the-meter and for which the customer has concurrent electric service under the Authority's Retail Rate Schedule, the Customer agrees to the costs, pricing and terms as set forth in the Authority's Distributed Generation Rider (DG-17) or its successors.
- 2.7 Service under the Authority's Distributed Generation Rider DG-17 or its successors, as well as the customer's applicable retail rate schedule, are subject to the Authority's "Terms and Conditions of Retail Electric Service." Section IX.f "Tampering" prohibits customers or their agents from removing a seal on a Santee Cooper meter. A fee will be assessed in accordance with the Authority's current fee schedule.

3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 Access

The Authority shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. The Authority shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

5.0 <u>Disconnection</u>

The Authority may temporarily disconnect the Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 For maintenance work where generator creates a possible hazard for utility workers.
- 5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.
- 5.4 The Authority shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

6.0 <u>Indemnification</u>

To the extent permitted by law, 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 hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in South Carolina. The Interconnection Customer shall provide certificates evidencing the required coverage as required by the Authority. The Parties agree to the following insurance requirements:

- 7.1 If the Customer is a residential customer of the Authority, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 7.2 For an Interconnection Customer that is a non-residential customer of the Authority proposing to interconnect a Generating Facility no larger than 20 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

8.0 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, 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, special, incidental, consequential, or punitive damages of any kind.

9.0 <u>Termination</u>

The agreement to interconnect and operate in parallel may be terminated under the following conditions:

9.1 By the Customer

By providing written notice to the Authority and physically and permanently disconnecting the Generating Facility.

9.2 By the Authority

If the Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Authority shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.

9.4 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.

10.0 Assignment/Transfer of Ownership of the Facility

- 10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.
- 10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within 20 Business Days of the transfer of ownership. The Authority shall acknowledge receipt and return a signed copy of the Interconnection Request Application Form within ten Business Days.
- 10.3 The Authority shall not study or inspect the Generating Facility unless the new owner's Interconnection Request Application Form indicates that a Material Modification has occurred or is proposed.