

**LEE COUNTY ELECTRIC COOPERATIVE
STANDARD INTERCONNECTION AGREEMENT
FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
GREATER THAN 10 KW AC AND LESS THAN OR EQUAL TO 100 KW AC – TIER 2**

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this _____ day of _____ 20__, by Lee County Electric Cooperative, Inc. ("LCEC") and _____ ("the Customer") located at _____, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 100 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a customer's current electricity requirements.

Whereas, the Customer has requested to interconnect its Renewable Generation System _____ of ____ kW AC to LCEC's electrical service grid at the Customer's presently metered location; and

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Customer agrees to provide LCEC with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to LCEC prior to the operation of the RGS. **This provision is not applicable for Customers acquiring existing systems.**
- 2) Customer-owned RGS shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
- 3) Customer-owned RGS shall include a utility-interactive inverter, or other device certified pursuant to item 2 listed above, that performs the function of automatically isolating the Customer-owned RGS equipment from the electric grid in the event the electric grid loses power.

- 4) The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the RGS and associated equipment are operated correctly and safely, and are in compliance.
- 5) The Customer agrees to permit LCEC to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service. LCEC shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when LCEC may conduct a document review to ensure RGS is in accordance with specifications provided on application., Customer shall provide LCEC with as much notice as reasonably practicable regarding the testing of the RGS equipment and protective apparatus. At any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide LCEC access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify LCEC at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for LCEC to be able to be present, if it so chooses, when the RGS is placed in service. Nothing herein obligates LCEC to inspect, and the failure of LCEC to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to LCEC nor relieve Customer of its duties hereunder.
- 6) The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on LCEC's electrical system in delivering and restoring system power.
- 7) For an RGS with a capability of greater than 10 kW AC and equal to or less than 100 kW AC, the Customer agrees to provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to LCEC.
- 8) The Customer shall install and maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the RGS and any Customer facilities connected to LCEC's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and arranged as shown in LCEC Electric Service and Meter Requirements Handbook (ESMR). The manual disconnect switch shall be capable of being locked in the open position by LCEC. In the event of an emergency or hazardous condition, LCEC may open and lock the manual disconnect switch, isolating the RGS from LCEC's electrical service grid without prior notice to the Customer. To the extent practical, LCEC will attempt to notify the Customer of its intent to disconnect the RGS from LCEC's electrical service grid, but shall have no liability for failure to do so. The customer shall ensure that such manual disconnect switch remains readily accessible to LCEC.
- 9) The Customer shall not energize LCEC's system when LCEC's system is de-energized. The Customer shall cease to energize LCEC's system during a faulted condition on LCEC's system. The Customer shall cease to energize LCEC's system prior to the automatic or nonautomatic

reclosing of LCEC's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and LCEC's systems.

- 10) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with LCEC's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC kW nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. The Customer shall notify LCEC of any modifications or additions to the RGS that increase the GPR by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by LCEC, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPR in excess of one hundred (100) kW AC may impose additional requirements on the Customer.
- 11) The RGS must have a GPR that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold established with the new upgrade is not breached.
- 12) LCEC will furnish, install, own and maintain metering equipment. The Customer's service associated with the RGS will be metered at a single metering point, and the metering equipment will measure energy delivered by LCEC to the Customer and also measure energy delivered by the Customer to LCEC. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 13) Once LCEC has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual disconnect switch has been demonstrated to LCEC, LCEC will, within ten (10) business days, send written notice that parallel operation of the RGS may commence.
- 14) The Customer shall indemnify, hold harmless and defend LCEC from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of LCEC.
- 15) LCEC may charge a reasonable non-refundable processing fee up to \$1,000 for interconnection of an RGS with a capability greater than 10 kW AC and equal to or less than 100 kW AC.
- 16) LCEC has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to :

- a) LCEC system maintenance, operation and emergency operations;
 - b) Hazardous conditions existing on LCEC's system due to the operation of the RGS generating or protective equipment as determined by LCEC;
 - c) Adverse electrical effects on the electrical equipment of LCEC's other electric customers as determined by LCEC;
 - d) Failure by the Customer to adhere to the terms of this Interconnection Agreement;
 - e) Failure by Customer to pay sums due to LCEC for electric service or any other reason.
- 17) The Customer shall not have the right to assign their benefits or obligations under this Agreement. LCEC will require new owner of an existing RGS to sign a new Standard Interconnection Agreement, agreeing to all its requirements and paying the applicable processing fee.
- 18) This agreement will be for an initial term of 5 years. After the initial five year term, this agreement shall continue for terms of one year unless either party gives 60 days written notice of termination prior to the end of a term.
- 19) On the termination of this Interconnection Agreement, LCEC, shall open and padlock the manual disconnect switch and remove any additional LCEC equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the RGS and associated equipment from LCEC's electric service grid. The Customer shall notify LCEC within ten (10) working days that the disconnect procedure has been completed.
- 20) This Agreement is entered into in Lee County, Florida and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida.
- 21) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 22) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Customer:

If to LCEC:

LCEC

Attn: Standard Interconnection Agreement Compliance

Post Office Box 3455

North Fort Myers, FL 33918

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

23) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

24) For those customers which are government entities, provision within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

Customer: Print Name or Organization

Lee County Electric Cooperative, Inc.

By: _____
Signature

By: _____
Signature

(Print Name and Title)

(Print Name and Title)