

**Standard Interconnection Agreement for Member-Owner Renewable Generation**

**Tier 2 – Greater than 10 KW and less than or Equal to 100 KW**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Member”, with an address of \_\_\_\_\_ and FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC. (“FKEC”) a Florida Member Owner Utility with an address of 91630 Overseas Highway, Tavernier, FL 33070.

**WITNESSETH:**

**WHEREAS**, the Member has requested to interconnect its Member-owned renewable generation, greater than 10 kW and less than or equal to 100 kW, to FKEC’s electrical service grid at the Member’s presently metered location.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

**1. Definitions**

1.1 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renewable Generation.

**2. Member Qualification and Fees**

2.1 Member-owned renewable generation shall have a Gross power rating that:

- a) does not exceed 90% of the Member’s utility distribution service rating; and
- b) is greater than 10 kW and less than or equal to 100 kW.

Gross power rating for the Member-owned renewable generation is \_\_\_\_\_.

2.2 The Member shall be required to pay an application fee of \$2000 for this Tier 2 Member-owned renewable generation system.

2.3 In order to commence the process for interconnection, the Member shall provide FKEC a completed application.

### **3. General Responsibilities of the Parties**

- 3.1 Member-owned renewable generation 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, IEE 1547.1 and UL 1741. The Member shall provide a written report that the Member-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.**
  
- 3.2 Member-owned renewable generation shall include a utility-interactive inverter or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Member-owned generation equipment from the electric grid in the event the electric grid loses power.**
  
- 3.3 The Member shall be responsible for protecting its Member-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FKEC system in delivering and restoring power; and shall be responsible for ensuring that Member-owned renewable generation equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.**
  
- 3.4 The Member agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.**
  
- 3.5 The Member shall notify FKEC at least ten (10) calendar days prior to initially placing Member's equipment and protective apparatus in service and FKEC shall have the right to have personnel present on the in-service date.**

- 3.6 Within 10 (ten) business days of receipt of the Member’s application, FKEC shall provide written notice that is has received all documents required for interconnection or indicate how the application is deficient. Within 10 (ten) business days of receipt of the completed application, FKEC shall provide written notice verifying receipt of the completed application and in the event FKEC elects to inspect the Tier 2 Member-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FKEC to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C – Interconnection and Net Metering of Customer-owned Renewable Generation.**
- 3.7 Interconnection Agreement shall be executed by FKEC within thirty (30) days of receipt of a completed application.**
- 3.8 FKEC and Member shall follow the provisions of Rule 25-6.065(8) regarding net metering.**

**4. Inspection and On-Going Compliance**

- 4.1 At FKEC’s election, FKEC shall have the right to inspect the Tier 2 Member-owned renewable generation. All initial physical inspections and inspection of the Member’s documents must be completed by FKEC within thirty (30) calendar days of receipt of the Member’s executed Interconnection Agreements. If the inspections are delayed at the Member’s request, the Member shall contact FKEC to reschedule an inspection. FKEC shall reschedule the inspection within ten (10) business days of the Member’s request. Physical inspections and inspection of documents must be completed and approved by FKEC prior to commencement of service of the Member-owned renewable generation system.**
- 4.2 Any inspection or observation by FKEC shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FKEC of the safety, durability, suitability, or reliability of the Member-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Member or the quality of power produced by the Member-owned renewable generation.**

- 4.3 FKEC shall have the right to inspect Member-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FKEC's system inspections shall include, but shall not be limited to:**
- a) any installed manual disconnect switch, as applicable;**
  - b) FKEC's metering equipment;**
  - c) any additional metering equipment installed by Member, and**
  - d) Member utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.**
- 4.4 FKEC shall also have the right to review Member Documents to ensure compliance with this Interconnection Agreement. FKEC shall have the right to, at a minimum, review:**
- a) technical design parameters of the system and the manufacturer's installation;**
  - b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;**
  - c) local inspection and certifications; and**
  - d) other documents associated with specific installations.**
- 4.5 FKEC will provide Member with as much notice as reasonably practicable; either in writing, email, facsimile or by phone as to when FKEC may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FKEC shall have access to the Member's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FKEC's legal obligation to provide service to its Members.**

## **5. Manual Disconnect Switch**

- 5.1 FKEC shall require the Member to install, as the Member's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Member-owned renewable generation and any Member wiring connected to FKEC's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FKEC meter socket. The Member shall ensure that such manual disconnect switch shall remain readily accessible to FKEC and be capable of being locked in the open position with a single FKEC utility padlock.**

## **6 Disconnection / Reconnection**

- 6.1** FKEC may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Member-owned renewable generation, without prior notice to the Member. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FKEC shall at the time of disconnection attempt to contact the Member by phone or leave a door hanger notifying the Member that its Member-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FKEC will reconnect the Member-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2** Upon notice by FKEC, the Member shall be solely responsible to disconnect the Member-owned renewable generation and Member's other equipment if conditions on the FKEC distribution system could adversely affect the Member-owned renewable generation. FKEC will not be responsible for damage to the Member-owned renewable generation system due to adverse effects on the distribution system. Reconnections will be the Member's responsibility and will not require an additional application.
- 6.3** FKEC has the right to disconnect the Member-owned renewable generation at any time. This may result for the following reasons:
- a) Emergencies or maintenance requirements on FKEC's system;
  - b) Hazardous conditions existing on FKEC's system due to the operation of the Member's generating or protective equipment as determined by FKEC; and
  - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FKEC's other electric consumers caused by the Member-owned renewable generation as determined by FKEC, and
  - d) Failure of the Member to maintain the required insurance coverage as stated in Section 11.1 below.

## **7. Modifications/Additions to Member-Owned Renewable Generation**

- 7.1** If the Member-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Member must notify FKEC by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.

- 7.2 If the Member adds another Member-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Member shall provide thirty (30) calendar days notice prior to installation.
- 7.3 The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FKEC meter. In all instances described in this Section 7, the Member shall submit a new application to FKEC and shall enter into a new Interconnection Agreement.

## 8. Indemnity

- 8.1 Member shall indemnify, hold harmless and defend FKEC from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Member-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Member-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FKEC.
- 8.2 FKEC shall indemnify, hold harmless and defend Member from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FKEC's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FKEC's system, except in those instances where such loss is due to the negligent action or inactions of the Member.

## 9. Limitation of Liability

- 9.1 Liability under this Interconnection Agreement 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 Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential or punitive damages, except as authorized by this Interconnection Agreement.

**10. Assignment**

**10.1** The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

**10.2** An assignee to this Interconnection Agreement shall be required to assume in writing the Member's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

**11. Insurance**

**11.1** The Member agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement. Initial proof of insurance shall be in the form of a copy of the policy attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection.

**12. Renewable Energy Certificates**

**12.1** The Member shall retain any Renewable Energy Certificates associated with the electricity produced by their Member-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Member's expense, unless otherwise determined during negotiations for the sale of the Member's Renewable Energy Certificates to FKEC.

**13. Lease Agreements**

**13.1** The Member shall provide FKEC a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

**13.2** The Member shall not enter into any lease agreement that results in the retail purchase of electricity; or in the retail sale of electricity from the Member-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public

Service Commission that the Member has entered such an agreement, the Member shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

**14. Dispute Resolution**

**14.1** Disputes between the Parties shall be handled in accordance with subsection of 11 of the Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-owned Renewable Generation.

**15. Effective Date**

**15.1** The Member must execute this Interconnection Agreement and return it to FKEC at least thirty (30) calendar days prior to beginning parallel operations and the Member must begin parallel operation within one year after FKEC executes the Interconnection Agreement.

**16. Termination**

**16.1** Upon termination of this Interconnection Agreement, FKEC shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FKEC equipment. At the Member's expense, the Member agrees to permanently disconnect the Member-owned renewable generation and associated equipment from FKEC's electric service grid. The Member shall notify FKEC in writing within ten (10) calendar days that the disconnect procedure has been completed.

**17. Amendments to Florida Public Service Commission Rules**

**17.1** FKEC and Member recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that the Florida Public Service Commission rules are modified, FKEC and Member agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

**18. Entire Agreement**

**18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FKEC and the member, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.**

**IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.**

**FLORIDA KEYS ELECTRIC COOPERATIVE**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Print or type name)**

**Title:** \_\_\_\_\_

**MEMBER**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Print or type name)**

**Title:** \_\_\_\_\_

**Witness:** \_\_\_\_\_  
**(Print or type name)**