

**8. CONSENT AGENDA (ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER/CITY CLERK, OR A COUNCIL MEMBER, PRIOR TO THE MEETING)**

- k. Approve the City Manager to execute the Lee County Electric Cooperative Standard Interconnection Agreement in conjunction with the Boat Ramp restroom's solar power system

Memorandum

DATE: June 1, 2010  
TO: City Council  
THROUGH: City Manager Judie Zimomra  
FROM: Public Works Director Gates Castle *JAC*  
RE: Boat Ramp Restroom

Recommendation: Approve the City Manager to execute the Lee County Electric Cooperative Standard Interconnection Agreement in conjunction with the Boat Ramp restroom's solar power system.

The construction of the Boat Ramp Restroom is nearing completion, with the activation of the electrical system one of the remaining items. A solar system has been installed allowing the restrooms to operate on solar or LCEC power. Another feature of the system is that excess solar-generated power can be fed back to LCEC.

As the owner of a renewable generation system, LCEC requires the City to enter into an agreement (copy attached) detailing each party's responsibilities. LCEC has been contacted regarding the possibility of eliminating item 13 on page 3 of the agreement. This indemnification is of concern to City staff, but LCEC won't modify the agreement, so Council's attention is brought to that item.

Staff recommends that Council approve the City Manager to execute the Lee County Electric Cooperative Standard Interconnection Agreement for Customer-Owned Renewable Generation System in conjunction with the solar energy power system at the City Boat Ramp.

C: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler

**LEE COUNTY ELECTRIC COOPERATIVE  
STANDARD INTERCONNECTION AGREEMENT  
FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS  
10 KW OR LESS – TIER 1 NORTH**

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, 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 ten, 10 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 to LCEC's electrical service grid at the Customer's presently metered location; and

**Whereas**, LCEC and LCEC's Wholesale Power Supplier have entered into that certain Wholesale Power Contract ("WPC"), which, as amended, has a term through December 31, 2013, and which provides, among other things, that LCEC may allow net metering for renewable energy resources which are located on a customer's premises; and

**Whereas**, LCEC and LCEC's Wholesale Power Supplier have entered into that certain Net Metering Agreement dated May 22, 2009, which provides the standard interconnection requirements for a customer's RGS installation.

**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.
- 2) The Customer shall, prior to operation of the RGS, provide equipment specifications to LCEC identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electrical Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) 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.

- 4) The Customer agrees to permit LCEC and/or LCEC's Wholesale Power Supplier, if it should so choose, 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 and to witness the initial testing of the RGS equipment and protective apparatus. 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 document review, and the 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. LCEC's Wholesale Power Supplier shall have the same rights and duties of inspection as LCEC; however, nothing herein obligates LCEC or LCEC's Wholesale Power Supplier to inspect, and the failure of LCEC and/or LCEC's Wholesale Power Supplier to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to LCEC or LCEC's Wholesale Power Supplier nor relieve Customer of its duties hereunder.
- 5) 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. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) For an RGS with a capability of ten (10) kW or less, it is recommended that the Customer provide and maintain not less than one hundred thousand dollars (\$100,000) of Personal Injury and Property Damage Liability Insurance and to list LCEC as additional insureds on such policy. 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.
- 7) The Customer shall install, at LCEC's expense, 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 shall be readily accessible at all times to LCEC and shall be capable of being locked in the open position by LCEC. LCEC may open and lock the 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.

- 8) 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 non-automatic 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.
- 9) "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 EC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify LCEC of any change to the GPR of the RGS 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 ten (10) kW may impose additional requirements on the Customer.
- 10) 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 is not breached.
- 11) 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.
- 12) 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 switch has been demonstrated to LCEC, LCEC will, within ten (10) business days, send written notice that parallel operation of the RGS may commence.
- 13) The Customer shall indemnify, hold harmless and defend LCEC and LCEC's Wholesale Power Supplier 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.
- 14) LCEC may charge a reasonable non-refundable processing fee of \$35 for interconnection of an RGS with a capability equal to or less than ten (10) kW.
- 15) 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 and/or LCEC's Wholesale Power Supplier's system maintenance, operation and emergency operations;

- b) Hazardous conditions existing on LCEC's and/or LCEC's Wholesale Power Supplier's system due to the operation of the RGS generating or protective equipment as determined by LCEC or LCEC's Wholesale Power Supplier;
  - 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.
- 16) 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.
- 17) On the termination of this Interconnection Agreement, LCEC, at the Customer's expense, 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.
- 18) 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.
- 19) 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.
- 20) The Parties acknowledge that this Interconnection Agreement is subject to the Net Metering Agreement and the Wholesale Power Contract, each entered into between LCEC and LCEC's Wholesale Power Supplier and referenced in the Recitals. This Interconnection Agreement is intended to be consistent with the Net Metering Agreement and the Wholesale Power Contract, but in the event that any of the provisions of this Interconnection Agreement shall be held or otherwise determined to be in conflict with either the Net Metering Agreement or the Wholesale Power Contract, the Parties agree that the Net Metering Agreement or the Wholesale Power Contract, as applicable, shall prevail. Any non-compliance of the Wholesale Power Contract or the Net Metering Agreement shall be a default and breach of this Agreement and reason for termination.
- 21) 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.

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

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

\_\_\_\_\_  
Customer: Print Name or Organization

Lee County Electric Cooperative, Inc.

By: \_\_\_\_\_  
Signature: Authorized Representative

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

**APPROVED AS TO FORM:**

  
CITY ATTORNEY