



**GENERATING FACILITIES IN EXCESS OF 100 kW_{AC}
INTERCONNECTION AGREEMENT**

This Interconnection Agreement (the "Agreement") is made and entered into this ____ day of _____ by and between _____ ("Customer,"), a _____ organized and existing under the laws of the State of _____, and the City of Lincoln, Nebraska doing business as Lincoln Electric System ("LES"), a municipal corporation existing pursuant to its home rule charter and under the laws of the State of Nebraska. Customer and LES each may be referred to as a "Party," or collectively as the "Parties." In addition to the foregoing capitalized terms, capitalized terms set forth in this Agreement shall have the respective meanings described in Article 10.

RECITALS

WHEREAS, Customer is proposing to develop a facility, or develop a capacity addition to an existing facility, consistent with the Interconnection Application submitted by Customer to LES dated _____; and

WHEREAS, Customer desires to connect its Generating Facility with the LES System;

WHEREAS, LES, the Customer, and SPP have not entered into an SPP-administered interconnection agreement for the Generating Facility; and

WHEREAS, LES desires to provide interconnection of Customer's Generating Facility under conditions which will ensure the safety of LES customers and employees and maintain the reliability and integrity of the LES System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:



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Article 1. Scope and Limitations of Agreement

- 1.1. This Agreement shall be used for an approved Application for Review of Interconnection of Customer-Owned Generation (the "Interconnection Application") to the LES System, according to the specifications and procedures set forth in the LES Requirements for System Interconnections to Generation, Transmission, and End-User Facilities as attached as Attachment 5 and any other applicable LES policies and procedures.
- 1.2. When a Customer wishes to install generation, an "Application for Electric Service" must be prepared by the Customer and submitted to the Authority Having Jurisdiction as defined by the National Electric Code.
- 1.3. This Agreement governs the terms and conditions under which the Generating Facility will interconnect to, and operate in parallel with, the LES System.
- 1.4. This Agreement does not constitute an agreement to purchase or deliver the Customer's power.
- 1.5. Nothing in this Agreement is intended to affect any other agreement between LES and the Customer. However, in the event that the provisions of this Agreement are in conflict with the provisions of any applicable LES electric rate schedules or LES service regulations, then the electric rate schedules and/or service regulations shall control.
- 1.6. Responsibilities of the Parties
 - 1.6.1. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, and LES' operating requirements as amended from time to time.
 - 1.6.2. The Customer shall construct, interconnect, operate and maintain its Generating Facility, and construct, operate, and maintain its Customer Interconnection Facilities in accordance with (i) the applicable manufacturer's recommended maintenance schedule, and (ii) this Agreement.
 - 1.6.3. LES shall construct, own, operate, and maintain the LES Interconnection Facilities in accordance with this Agreement.
 - 1.6.4. The Customer agrees to construct and operate its facilities or systems in accordance with applicable specifications that meet or exceed the National Electric Code, the National Electric Safety Code, the North American Electric Reliability Corporation Reliability Standards, the Midwest Reliability Organization Standards, the American National Standards Institute, IEEE, Underwriters Laboratories, and the LES Requirements for System Interconnections to Generation, Transmission, and End-User Facilities and any LES operating requirements.
 - 1.6.5. Each Party to this Agreement shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own, unless otherwise specified herein, and shall do so in a manner as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other Party and the LES System.



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- 1.6.6. Unless otherwise agreed in writing, each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Delivery Point.
- 1.7. Parallel Operation Obligations – Once the Generating Facility has been authorized by LES to commence parallel operation, the Customer shall abide by all written rules and procedures developed by LES which pertain to the parallel operation of the Generating Facility, as such is amended from time to time. Customer acknowledges receipt of a current copy of such procedures.

**Article 2.
Testing & Inspection**

- 2.1. *Equipment Testing and Inspection* –The Customer shall test and inspect its Generating Facility and Customer Interconnection Facilities prior to interconnection to the LES System. Such testing shall be in accordance with the LES Requirements for System Interconnections to Generation, Transmission, and End-User Facilities. Customer shall notify LES at least ten (10) business days in advance, or such shorter notice as may be agreed in writing by LES, of Customer's commencement date to test the Generating Facility and Customer Interconnection Facilities. LES' personnel may attend, observe and participate in such tests. Upon completion of successful testing, Customer shall submit to LES a request for final inspection and interconnection of the Generating Facility.
- 2.1.1. In the event that LES determines, in the exercise of its sole discretion but subject to Good Utility Practice, as a result of the inspection, testing and/or documentation review of the Generating Facility, that the Generating Facility is unacceptable for interconnection, LES shall provide Customer written notice of the Generating Facility's deficiencies. Such notice shall include a list of all noted Generating Facility equipment or documentation issues that must be remedied. Customer shall be solely responsible for correcting all deficiencies and notifying LES of readiness for re-inspection and testing of the Generating Facility.
- 2.2. *Continued Testing* – The Customer shall test and inspect the Generating Facility from time to time thereafter in accordance with LES' operating procedures, provide LES with the opportunity to observe such testing and inspection, and provide the results of any such testing and inspection to LES.

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Article 3.**Effective Date; Term; Termination; Disconnection**

- 3.1. Effective Date – This Agreement shall become effective upon execution by both Parties.
- 3.2. Term of Agreement – This Agreement shall become effective on the effective date and shall remain in effect perpetually, unless terminated earlier in accordance with Article 3.3 of this Agreement.
- 3.3. Termination – No termination shall become effective until the Parties have complied with all applicable laws and regulations related to such termination. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 3.3.1. The Customer may terminate this Agreement at any time by giving LES ninety (90) days prior written notice.
- 3.3.2. Either Party may terminate this Agreement after an uncured Default pursuant to Article 6.6.
- 3.3.3. Upon termination of this Agreement, the Generating Facility will be disconnected from the LES System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.4. The provisions of this Article shall survive termination or expiration of this Agreement.
- 3.4. Disconnection of the Generating Facility – LES may disconnect the Generating Facility from the LES System without notice, unless otherwise specifically contemplated below, if LES, in its sole discretion subject to Good Utility Practice, determines any of the following conditions or events occur:
- 3.4.1. Emergency Conditions – "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property, or (2) that, in the case of LES, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the LES System or the LES Interconnection Facilities, or (3) that, in the case of the Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Customer Interconnection Facilities. Under Emergency Conditions, LES or the Customer may immediately suspend interconnection service and disconnect the Generating Facility. LES shall notify the Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Customer's operation of the Generating Facility. The Customer shall notify LES promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the LES System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

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- 3.4.2. *Routine Maintenance, Construction, and Repair* – LES may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the LES System when necessary for preventative routine maintenance, construction, and repairs on the LES System. LES shall provide the Customer with no less than three (3) business days' notice prior to such interruptions. LES shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Customer.
- 3.4.3. *Forced Outages* – During any forced outage, LES may suspend interconnection service to effect immediate repairs on the LES System. LES shall use reasonable efforts to provide the Customer with prior notice.
- 3.4.4. *Adverse Operating Effects* – LES shall provide the Customer with a written notice of its intention to disconnect the Generating Facility if, based on industry standards, LES determines that operation of the Generating Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the LES System. LES may disconnect the Generating Facility if, after receipt of such notice, the Customer fails to remedy the adverse operating effect within a reasonable time which shall be no more than five (5) business days from the date the Customer receives LES' written notice, unless (i) otherwise agreed to between the Parties, or (ii) Emergency Conditions exist in which case the provisions of Article 3.4.1 apply.
- 3.4.5. *Modification of the Generating Facility* – The Customer must receive written authorization from LES before making any change to the Generating Facility that may have a material impact on the safety or reliability of the LES System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with industry standards and regulations. If the Customer makes such modification without LES' prior written authorization, LES shall have the right to disconnect the Generating Facility.
- 3.4.6. *Recurring Deficiencies* – If Customer has continued abnormal operation, substandard operation or inadequate maintenance of the Generating Facility.
- 3.4.7. *Breach of Agreement* – If Customer is in breach of any of the terms of this Agreement.

In the event of a disconnection pursuant to this Article 3.4, the Parties shall cooperate with each other to restore the Generating Facility, Customer Interconnection Facilities, and the LES System to their normal operating state as soon as reasonably practicable following such a temporary disconnection.



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Article 4.

Cost Responsibility for LES Interconnection Facilities and Network Upgrades

4.1. Interconnection Facilities

4.1.1. The Customer shall pay for the cost of the (i) Generating Facility, (ii) Customer Interconnection Facilities, as delineated in Attachment 1, (iii) LES Interconnection Facilities, and (iv) any related Network Upgrades.

4.1.2. The LES Interconnection Facilities necessary to safely interconnect the Generating Facility with the LES System and the estimated time and cost required to build and install such facilities are delineated in Attachment 2.

4.1.3. The Customer shall be responsible for all expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing the Generating Facility and the Customer Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the LES Interconnection Facilities.

4.2. Network Upgrades – LES shall design, procure, construct, install, and own any Network Upgrades necessary for the interconnection of the LES System to the Generating Facility at the Delivery Point. The Network Upgrades necessary for the interconnection of the LES System to the Generating Facility at the Delivery Point and the estimated time and cost required to build and install such upgrades are delineated in Attachment 3.



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Article 5. Billing; Payment; Deposit

- 5.1. Construction Deposit – At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of the LES Interconnection Facilities and Network Upgrades, the Customer shall provide LES with a deposit equal to one hundred percent (100%) of the cost estimated for such LES Interconnection Facilities and Network Upgrades.
- 5.2. Construction Billing; Payment Procedures; Final Accounting
- 5.2.1. Within ninety (90) calendar days of completing the construction and installation of the LES Interconnection Facilities and Network Upgrades, LES shall provide the Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation, and (2) the Construction Deposit.
- 5.2.2. If the actual cost incurred to complete the construction and installation of the LES Interconnection Facilities and Network Upgrades exceeds the Construction Deposit, LES shall invoice the Customer for the amount due and the Customer shall make payment to LES within thirty (30) calendar days.
- 5.2.3. If the Construction Deposit exceeds the actual cost incurred to complete the construction and installation of the LES Interconnection Facilities and Network Upgrades, LES shall refund to the Customer the excess amount within thirty (30) calendar days of Customer's receipt of the accounting report. If the refunded amount is greater than \$250,000 and if the Construction Deposit had been held by LES for greater than 90 days, interest will be paid to the Customer on the refunded amount per the calculation as set forth below.
- (refunded amount) x (Interest Rate) x (number of days Construction Deposit was held by LES / 365 days)*
- 5.3. Maintenance Billing and Payment Procedures – LES shall bill the Customer for any maintenance, testing, repair, or replacement costs related to the LES Interconnection Facilities, on a monthly basis, or as otherwise agreed to by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

Article 6.**Assignment; Indemnity; Responsibility, Consequential Damages; Force Majeure; Default**

- 6.1. Successors, Legal Representatives, or Assigns – This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, or assigns of the respective Parties. Neither Party shall assign this Agreement without the express written consent of the other Party, nor shall a Party be relieved of its obligations hereunder or impose additional obligations or burdens on the other Party by any assignment given.
- 6.2. Indemnity – Each Party shall indemnify the other Party, its officers, agents, and employees against all loss, damage, expense and liability, including attorney's fees and costs, to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's construction, ownership, operation, or maintenance of, or by failure of, any of such Party's works on facilities used in connection with this Agreement. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity. Nothing in this Agreement shall be construed to create any duty to any standard of care with reference to or any liability to any person not a Party to this Agreement.
- 6.3. Responsibility – LES is not liable or responsible for Customer's Generating Facility or Customer Interconnection Facilities or the Customer's electrical system (or the protection of either). The Customer is solely responsible for protecting its equipment to prevent damage from faults, imbalances, out-of-phase re-closing, or other disturbances on the LES System. Additionally, the Customer shall be responsible to protect LES property, public safety, and LES personnel due to failure of the Generating Facility, Customer Interconnection Facilities, or any other Customer equipment.
- 6.4. Consequential Damages – To the fullest extent permitted by law, LES shall not be liable to Customer under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, loss of goodwill, cost of substitute equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 6.5. Force Majeure
- 6.5.1. As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.
- 6.5.2. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, except for payment obligations, the Party affected by the Force Majeure Event shall promptly notify the other Party in writing of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to



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suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The affected Party will use reasonable efforts to resume its performance as soon as possible.

6.6. Default

- 6.6.1. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 6.5, the defaulting Party shall have ten (10) business days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within ten (10) business days, the defaulting Party shall commence such cure within ten (10) business days after notice and continuously and diligently complete such cure within such time as is reasonably necessary to cure such Default.
- 6.6.2. If a Default is not cured as provided for in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.



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Article 7. Insurance

7.1. Liability Insurance

7.1.1. The Customer shall be required to procure and maintain, at its sole expense, insurance covering liability or loss of any type or kind whatsoever resulting in any way from, in connection with, or arising out of performance of this Agreement by Customer while this Agreement is in effect. All policies of insurance procured to comply with this Agreement shall include clauses, amendments, or endorsements that provide that the insurer and Customer waive any rights to recover against LES, its directors, officers, and employees under subrogation or any other theory. Customer also agrees that all policies of insurance procured under this Agreement and all liability policies of any subcontractor performing operations or work under this Agreement on behalf of Customer, will be endorsed to provide that LES, its directors, officers, and employees shall be additional insureds. At the time of execution of this Agreement, Customer will provide a certificate of insurance to LES, in a form acceptable to LES, evidencing that satisfactory insurance coverage of the type and limits required herein has been procured.

7.1.2. The Customer shall maintain commercial general liability and excess liability insurance during the term of this Agreement covering: explosion, collapse, underground property damage, contractual liability, and completed operations in the following amounts:

Generating Facility rated 100 kW_{AC} to 5 MW_{AC}:
\$500,000 per occurrence / \$1,000,000 aggregate

Generating Facility rated in excess of 5 MW_{AC}:
\$1,000,000 per occurrence / \$2,500,000 aggregate

The Customer may satisfy the limits required herein through any combination of commercial general liability coverage and excess or umbrella liability coverage.

**Article 8.
Miscellaneous**

- 8.1. *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 Nebraska, without regard to conflict of laws principles. This Agreement is subject to all applicable laws and regulations.
- 8.2. *Amendment* – The Parties may amend this Agreement by a written instrument duly executed by both Parties.
- 8.3. *No Third-Party Beneficiaries* – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 8.4. *Waiver*
- 8.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.
- 8.5. *Entire Agreement* – This Agreement, including all exhibits and schedules, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 8.6. *Multiple Counterparts* – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 8.7. *No Partnership* – This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 8.8. *Severability* – If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, such portion or provision shall be deemed separate and independent, the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and the remainder of this Agreement shall remain in full force and effect.



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- 8.9. Subcontractors – Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 8.10. General – Unless otherwise provided in this Agreement, any written notice, demand, bill 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 Customer:

Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

If to LES:

Lincoln Electric System
Attention: Manager, Resource and Transmission Planning
9445 Rokeby Road
Lincoln, NE 68526
Phone: 402-473-3390
E-mail: sbenson@les.com



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Article 9. Appendices and Attachments

This Agreement includes the following appendices and attachments which are attached and incorporated herein:

- Appendix A Generating Facility
- Attachment 1 Customer Interconnection Facilities
- Attachment 2 LES Interconnection Facilities
- Attachment 3 Network Upgrades
- Attachment 4 Delivery Point
- Attachment 5 Requirements for System Interconnections to Generation, Transmission, and End-User Facilities

**Article 10.
Definitions**

- 10.1. "*Affected System*" shall mean an electric system other than the LES System that may be affected by the proposed interconnection.
- 10.2. "*Agreement*" shall mean the standard Interconnection Agreement by and between Customer and LES.
- 10.3. "*Construction Deposit*" shall have the meaning ascribed to it in Article 5.1.
- 10.4. "*Customer Interconnection Facilities*" shall mean all facilities and equipment that are located between the Generating Facility and up to and including the Delivery Point, including but not limited to any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the LES System at the Delivery Point.
- 10.5. "*Default*" shall mean any failure to discharge an obligation under this Agreement that is not excused as a result of a Force Majeure Event as defined in this Agreement, but under no circumstances shall the failure to pay money due under this Agreement be excused as a result of a Force Majeure Event.
- 10.6. "*Delivery Point*" shall have the meaning ascribed to it as delineated in Attachment 3 which is attached hereto and incorporated herein by this reference.
- 10.7. "*Force Majeure Event*" shall have the meaning ascribed to it in Article 6.5.
- 10.8. "*Generating Facility*" shall mean the electric generation facility proposed by Customer to be interconnected with the LES System pursuant to the terms and conditions of the Agreement.
- 10.9. "*Good Utility Practice*" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- 10.10. "*Interest Rate*" shall mean the LES Revenue Fund average earnings rate.
- 10.11. "*LES Interconnection Facilities*" shall mean interconnection equipment which is necessary, in LES' sole discretion, to interconnect the LES System to the Delivery Point. This shall include any related metering and data acquisition equipment.
- 10.12. "*LES System*" shall mean all of the electric facilities owned, controlled, or operated by LES at or above 12 kilovolts that comprise the LES electric distribution and transmission system.



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- 10.13. "*Network Upgrades*" shall mean the additions, modifications, and upgrades to the LES System and any Affected System required at or beyond the Delivery Point, in LES' sole discretion, to accommodate the interconnection of the Generating Facility to the LES System.
- 10.14. "*Southwest Power Pool (SPP)*" shall mean the entity which oversees the bulk electric grid and wholesale power market in the central United States on behalf of a diverse group of utilities and transmission companies, including LES.



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Dated: _____, 20____.

CUSTOMER

By: _____

Name: _____

Title: _____

THE CITY OF LINCOLN, NEBRASKA DOING BUSINESS AS LINCOLN ELECTRIC SYSTEM

By: _____

Name: _____

Title: _____

Distribution: Customer and LES complete.
Retention: ACT + 7 years (ACT = life of agreement)



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Appendix A Generating Facility

• **General:**

- a) Owner: _____
- b) Address Where Device Sited: _____
- c) Nameplate Rating kW_{AC}: _____
- d) Nameplate Rating kW_{DC} (If applicable): _____
- e) Fuel Source:

<input type="checkbox"/> Diesel/Fuel Oil	<input type="checkbox"/> Natural Gas
<input type="checkbox"/> Solar Photovoltaic	<input type="checkbox"/> Wind
<input type="checkbox"/> Battery	<input type="checkbox"/> Other: _____

• **Character of Service:**

- a) Voltage: _____
- b) Phase: _____
- c) Frequency: _____
- d) Maximum Parallel Operation (Maximum net generation capacity (kW_{AC}) to be delivered at LES/ owner interface, after accounting for losses, auxiliary load, etc.):

• **Generator (If applicable):**

- a) Manufacturer: _____
- b) Manufacturer's Reference Number, Style, or Type:

• **Solar Photovoltaic Facility (If applicable):**

- | | | | |
|---|---------------------------------|---------------------------------|---------------------------------------|
| <input type="checkbox"/> Fixed Orientation: | <input type="checkbox"/> South | <input type="checkbox"/> West | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Tracking: | <input type="checkbox"/> 1-Axis | <input type="checkbox"/> 2-Axis | |

- a) Solar Panel Manufacturer: _____



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b) Solar Panel Manufacturer's Reference Number, Style, or Type:

c) Number of Panels: _____

• **Battery Facility (If applicable):**

a) Battery Manufacturer: _____

b) Battery Manufacturer's Reference Number, Style, or Type:

c) Number of Batteries: _____

d) Nameplate Rating (kWh_{AC}): _____

• **Inverter (If applicable):**

a) Manufacturer: _____

b) Model Number: _____

c) Size or Rating: _____

• **Interconnection:**

a) Disconnect Switch Manufacturer's Reference Number, Style, or Type:

b) Interconnection Breaker Manufacturer's Reference Number, Style, or Type:

c) Interconnection Relay Manufacturer's Reference Number, Style, or Type:

d) Other Characteristics (If applicable):



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- **Additional Information**

Attach the following:

- a) Specification documents for the equipment listed above.
- b) A detailed electrical diagram(s) of the generating equipment, protective features, and interconnection to LES with the location of a lockable disconnect located between the generator and the electric meter. The lockable disconnect must be located as close as possible to the electric meter, or in a mutually agreed upon location, and in a location, which is accessible to LES personnel.
- c) Additional drawings, diagrams, and maps as requested by LES.