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February 4, 2020

Florida Public Service Commission
Adam Teitzman, Commission Clerk
Office of the Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: City of Clewiston, Florida – Revised Tariff Sheets

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Clewiston, Florida pursuant to Rules 25-9.05 through 25-9.071 of the *Florida Administrative Code*.

Electronically filed are the city's following tariff sheets in legislative and final filing formats:

- a) Third Revised Sheet No. 11.1 - *Net-Metering Service Rate Schedule*, and,
- b) First Revised Sheet No. 11.2 – *Net-Metering Service Rate Schedule (Continued)*;
- c) First Revised Sheet No. 20.2 – *Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- d) First Revised Sheets No. 29.0 – 29.7 – *Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation Systems*;
- e) First Revised Sheets No. 30.0 – 30.7 – *Tier 2 – Standard Interconnection Agreement Customer-Owned Renewable Generation Systems*, and,
- f) First Revised Sheets No. 31.0 – 31.7 – *Tier 3 – Standard Interconnection Agreement Customer-Owned Renewable Generation Systems*.

Also included is an executed copy of Clewiston's Resolution No. 2019-72 approving the tariff revisions.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

Net-Metering Service Rate Schedule – NMR

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Clewiston, Clewiston Utilities (“CU”) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two-megawatts (2 MW) that is located on the customer’s premises and that is primarily intended to offset part of all of the customer’s own electric requirements. Customer’s facility shall fall within one of the following ranges:
 - Tier 1 = 10kW or less
 - Tier 2 = Greater than 10kW and less than or equal to 100kW
 - Tier 3 = Greater than 100kW and less than or equal to two-megawatts (2 MW)
3. Is interconnected and operates in parallel with CU’s electric distribution system.
4. Provides CU with an executed *Standard Interconnection Agreement for Customer-Owned Renewable Generation* and an executed *Tri-Party Net-Metering Power Purchase Agreement* by and between Florida Municipal Power Agency (FMPA) and CU.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer’s otherwise applicable rate schedule. A customer served under this rate schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by CU will be based on the net-metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both, (1) from CU and (2) excess energy (kWh) generated by customer and delivered to CU’s electric system. Such metering equipment shall be installed at the point of delivery at the expense of CU.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during the sale of the customer’s credits to FMPA or CU.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

(Continued to Sheet No. 11.2)

BILLING: Customer shall be billed for consumption and export of excess energy as follows:

- a) Customer shall be billed for the total amount of electric power and energy delivered to customer by CU in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the customer-owned renewable generation system shall first be used to serve the customer's own load and offset the customer's demand for utility electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the customer's own load and is delivered to the CU system shall be deemed as "excess customer-owned renewable generation." Excess customer-owned renewable generation shall be purchased in the form of a credit on the customer's monthly energy consumption bill.
- c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to CU's electric system during the previous billing cycle. The credit from CU shall be determined accordance with CU's wholesale-avoided cost rate as determined by FMPA.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of non more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by CU to the customer, at CU's wholesale-avoided cost rate.
- e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by CU.
- f) Regardless of whether any excess energy is delivered to CU's electric system in a given billing cycle, customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule, or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.

FEES: The customer shall be required to pay the following non-refundable fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee

Tier 2 - \$320.00

Tier 3 - \$470.00

Tier 3 – Study Fee – Deposit of \$5,000.00. Customer will be responsible for actual cost of the study.

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$320.00 for Tier 2 and \$470 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$5,000.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study, should CU determine that such study is necessary. The customer will be responsible for actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to CU by the customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with CU's system to ensure compliance with applicable local codes.

C. Proof of general liability insurance in the amount of:

- Tier 1 - \$ 100,000.00
- Tier 2 - \$1,000,000.00
- Tier 3 - \$2,000,000.00

Customer

By: _____
(Print Name)

Date: _____

(Signature)

Issued by: Randy Martin
City Manager

Effective: October 21, 2019

**Tier 1 - Standard Interconnection Agreement
Customer-owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and City of Clewiston, Florida, Clewiston Utilities, (hereafter called "**CU**"), a body politic. Customer and CU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place _____.

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises 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 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

Whereas, CU operates an electric system serving the City of Clewiston; and,

Whereas, Customer has made a written Application to CU, a copy being attached hereto, to interconnect its RGS with CU' electrical supply grid at the location indentified above; and,

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate City's electric system, which limits City's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CU to allow its customers to interconnect with CU' electric system and to allow CU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CU customers interconnected to CUs electric system; and,

Whereas, CU desires to provide interconnection of a RGS under conditions which will ensure the safety of CU customers and employees, reliability and integrity of its distribution system, and

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

(Continued to Sheet No. 29.1)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CU.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with CU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify CU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's CU distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with CU' Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any

(Continued to Sheet No. 29.2)

payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CU.

10. Prior to commencing parallel operation with the CU electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to CU.

11. The Customer agrees to permit CU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when CU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide CU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CU' legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to CU advising CU of the date and time at which Customer intends to place the system in service, and CU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CU system upon a loss of CU 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).

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CU with sixty (60) days advance written notice of the addition.

(Continued to Sheet No. 29.3)

14. The Customer shall not energize the CU system when the CU system is deenergized. The Customer shall cease to energize the CU system during a faulted condition on the CU system and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the CU system prior to automatic or non-automatic reclosing of CU' protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and CU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CU' electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CU' electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CU' electric system, such that back feed from the customer-owned renewable generation system to CU' electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CU and capable of being locked in the open position with a CU padlock. When locked and tagged in the open position by CU, this switch will be under the control of CU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by CU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to CU at least thirty (30) calendar days prior to beginning parallel operations with CU' electric system, subject to the requirements of Section 18, below, and within one (1) year after the CU executes this Agreement.

18. Once CU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CU representative, CU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. CU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00) for Tier 1 generators.

20. CU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will

(Continued to Sheet No. 29.4)

be metered to measure the energy delivered by CU to Customer, and also measure the energy delivered by Customer to CU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CU' inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from CU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions, which may require the disconnection of the Customer's system, include, but are not limited to, the following:

- a. CU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CU equipment, any part of CU' electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on CU' system due to the operation of the Customer's generation or protective equipment as determined by CU.

(Continued to Sheet No. 29.5)

- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of CU' other electric consumers caused by the Customer's generation as determined by CU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CU.
- f. When the Customer fails to make any payments due to CU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from CU' electric supply system, notify CU that the isolation is complete, and coordinate with CU for return of CU' lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, CU' electrical distribution system, irrespective of any fault on the part of CU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without CU' prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

(Continued to Sheet No. 29.6)

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between CU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and City's tariffs as they may be modified, changed, or amended from time to time, including any amendments modification or changes to City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction, and City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of CU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by City, including City's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

(Continued to Sheet No. 29.7)

32. This Agreement is solely for the benefit of CU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of the sovereign immunity applicable to CU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CU have executed this Agreement the day and year first above written.

Clewiston Utilities:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

Clewiston Utilities Account Number:

**Tier 2 - Standard Interconnection Agreement
Customer-owned Renewable Generation System**

This **Agreement** is made and entered into this ____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and City of Clewiston, Florida, City Utilities, (hereafter called "**CU**"), a body politic. Customer and CU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, City operates an electric system serving the City of Clewiston; and

Whereas, Customer has made a written Application to CU, a copy being attached hereto, to interconnect its RGS with City's electrical supply grid at the location identified above; and

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate CU' electric system, which limits CU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CU to allow its customers to interconnect with CU' electric system and to allow CU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CU customers interconnected to CU' electric system; and

Whereas, CU desires to provide interconnection of a RGS under conditions which will insure the safety of City customers and employees, reliability and integrity of its distribution system;

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

(Continued on Sheet No. 30.1)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CU.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the customer's responsibility to notify CU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's CU distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$320 for the review and processing of the application.
6. The Customer shall fully comply with CU' Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of

(Continued on Sheet No. 30.2)

electricity, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CU.

10. Prior to commencing parallel operation with CU' electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to CU.

11. The Customer agrees to permit CU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when CU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide CU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CU' legal obligation to provide service to its Customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to CU advising CU of the date and time at which Customer intends to place the system in service, and CU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CU system upon a loss of CU 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).

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CU with sixty (60) days advance written notice of the addition.

(Continued on Sheet No. 30.3)

14. The Customer shall not energize the CU system when the CU system is deenergized. The Customer shall cease to energize the CU system during a faulted condition on the CU system and/or upon any notice from CU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the CU system prior to automatic or non-automatic reclosing of CU' protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and CU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CU' electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CU' electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CU' electric system such that back feed from the customer-owned renewable generation system to CU' electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CU and capable of being locked in the open position with a CU padlock. When locked and tagged in the open position by CU, this switch will be under the control of CU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by CU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to CU at least thirty (30) calendar days prior to beginning parallel operations with CU' electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after CU executes this Agreement.

18. Once CU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CU representative, CU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. CU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00).

(Continued on Sheet No. 30.4)

20. CU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by CU to Customer, and also measure the energy delivered by Customer to CU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CU' inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from CU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. CU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.

(Continued on Sheet No. 30.5)

- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CU equipment, any part of CU' electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on CU' utility system due to the operation of the Customer's generation or protective equipment as determined by CU.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of CU' other electric consumers caused by the Customer's generation as determined by CU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CU.
- f. When the Customer fails to make any payments due to CU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from CU' electric supply system, notify CU that the isolation is complete, and coordinate with CU for return of CU' lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, CU' electrical distribution system, irrespective of any fault on the part of CU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees. Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without CU' prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new

(Continued on Sheet No. 30.6)

Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between CU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and CU' Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to CU' Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and CU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction, and CU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of City's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by CU, including CU' Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

(Continued on Sheet No. 30.7)

31. CU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, CU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. This Agreement is solely for the benefit of CU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by CU of the sovereign immunity applicable to CU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CU have executed this Agreement the day and year first above written.

CLEWISTON UTILITIES:

By: _____

Title: _____

Date: _____

CUSTOMER:

By: _____
(Print Name)

(Signature)

Date: _____

Clewiston Utilities Account Number:

**Tier 3 - Standard Interconnection Agreement
Customer-Owned Renewable Generation System**

This **Agreement** is made and entered into this ____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Clewiston, Florida, City Utilities (hereafter called "**CU**"), a body politic. Customer and CU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:

WITNESSETH

Whereas, a Tier 3 Renewable Generation System ("RGS" or "customer-owned renewable generation") 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 more than 100 kilowatts (100 kW) but not greater than two-megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, CU operates an electric system serving the City of Clewiston; and

Whereas, Customer has made a written Application to CU, a copy being attached hereto, to interconnect its RGS with CU' electrical supply grid at the location indentified above; and

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate CU' electric system, which limits CU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CU to allow its customers to interconnect with CU' electric system and to allow City customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CU customers interconnected to CU' electric system; and

Whereas, CU desires to provide interconnection of a RGS under conditions which will ensure the safety of CU customers and employees, reliability and integrity of its distribution system;

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

(Continued to Sheet No. 31.1)

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CU.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with CU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify CU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's CU distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$200 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$2,500. Should the actual cost of the study be less than the \$1,500 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with CU' Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 31.2)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-Owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CU.

10. Prior to commencing parallel operation with CU' electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to CU.

11. The Customer agrees to permit CU, if it should so choose to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous CU condition, Customer agrees to provide CU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CU' legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the Customer-Owned renewable generation system in service, Customer shall provide written notification to CU advising CU of the date and time at which Customer intends to place the system in service, and CU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CU system upon a loss of CU 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). If an interconnection study is deemed necessary by CU, further design review, testing or additional equipment (as identified in any such study) may be required by CU.

(Continued to Sheet No. 31.3)

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the CU system when the CU system is deenergized. The Customer shall cease to energize the CU system during a faulted condition on the CU system and/or upon any notice from City that the deenergizing of Customer's RGS' equipment is necessary. The Customer shall cease to energize the CU system prior to automatic or non-automatic reclosing of CU' protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CU' electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CU' electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CU' electric system such that back feed from the customer-owned renewable generation system to CU' electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CU and capable of being locked in the open position with a CU' padlock. When locked and tagged in the open position by CU, this switch will be under the control of CU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by CU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to CU at least thirty (30) calendar days prior to beginning parallel operations with CU' electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after CU executes this Agreement.

18. Once CU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CU representative, CU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 31.4)

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00).

20. CU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by City to Customer, and also measure the energy delivered by Customer to CU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CU' inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from CU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

(Continued to Sheet No. 31.5)

- a. CU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CU equipment, any part of CU' electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on CU' utility system due to the operation of the Customer's generation or protective equipment as determined by CU.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of CU' other electric consumers caused by the Customer's generation as determined by CU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CU.
- f. When the Customer fails to make any payments due to CU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from CU' electric supply system, notify CU that the isolation is complete, and coordinate with CU for return of CU' lock.

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, CU' electrical distribution system, irrespective of any fault on the part of CU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

(Continued to Sheet No. 31.6)

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without CU' prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between CU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and CU' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and CU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in a state court of competent jurisdiction, and CU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail Customers of CU' electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by CU, including CU' Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time

(Continued to Sheet No. 31.7)

to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. CU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, CU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. This Agreement is solely for the benefit of CU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by CU of the sovereign immunity applicable to CU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CU have executed this Agreement the day and year first above written.

CLEWISTON UTILITIES:

CUSTOMER:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Clewiston Utilities Account Number:

Issued by: Randy Martin
City Manager

Effective: October 21, 2019

Net-Metering Service Rate Schedule – NMR

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Clewiston, Clewiston Utilities ("CU") under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two-megawatts (2 MW) that is located on the customer's premises and that is primarily intended to offset part of all of the customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
 - Tier 1 = 10kW or less
 - Tier 2 = Greater than 10kW and less than or equal to 100kW
 - Tier 3 = Greater than 100kW and less than or equal to two-megawatts (2 MW)
3. Is interconnected and operates in parallel with Clewiston-UtilityCU's electric distribution system.
4. Provides Clewiston-UtilityCU with an executed *Standard Interconnection Agreement for Customer-Owned Renewable Generation* and an executed *Tri-Party Net-Metering Power Purchase Agreement* by and between Florida Municipal Power Agency (FMPA) and ~~the~~ City of Clewiston-UtilityCU.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A customer served under this rate schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by Clewiston-UtilitiesCU will be based on the net-metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both, (1) from ~~the~~ UtilityCU and (2) excess energy (kWh) generated by customer and delivered to UtilityCU's electric system. Such metering equipment shall be installed at the point of delivery at the expense of ~~the~~ UtilityCU.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during the sale of the customer's credits to FMPA or ~~the~~ UtilityCU.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

(Continued to Sheet No. 11.2)

Issued by: ~~Steve McKown~~Randy Martin
~~2009~~October 21, 2019
City Manager

Effective: ~~July 20,~~

BILLING: Customer shall be billed for consumption and export of excess energy as follows:

- a) Customer shall be billed for the total amount of electric power and energy delivered to customer by ~~the UtilityCU~~ in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the customer-owned renewable generation system shall first be used to serve the customer's own load and offset the customer's demand for utility electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the customer's own load and is delivered to the UtilityCU system shall be deemed as "excess customer-owned renewable generation." Excess customer-owned renewable generation shall be purchased in the form of a credit on the customer's monthly energy consumption bill.
- c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to UtilityCU's electric system during the previous billing cycle. The credit from ~~the UtilityCU~~ shall be determined accordance with ~~the UtilityCU~~'s wholesale-avoided cost rate as determined by FMPA.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of non more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by UtilityCU to the customer, at ~~the UtilityCU~~'s wholesale-avoided cost rate.
- e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by UtilityCU.
- f) Regardless of whether any excess energy is delivered to UtilityCU's electric system in a given billing cycle, customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule, or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
- ~~g) Customer acknowledges that its provision of electricity to Utility hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to Utility pursuant to this Schedule, from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's electric system.~~

FEES: The customer shall be required to pay the following non-refundable fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee

Tier 2 - ~~\$200~~320.00

Tier 3 - ~~\$200~~470.00

Tier 3 – Study Fee – Deposit of ~~\$1,500~~5,000.00. Customer will be responsible for actual cost of the study, ~~not to exceed \$2500.00.~~

Issued by: Steve McKown
City Manager

Effective: ~~July 20, 2009~~October 21, 2019

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is ~~\$200~~320.00 for Tier 2 and ~~\$470 for~~ Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of ~~\$1500~~5,000.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study, should CU determine that such study is necessary. The customer will be responsible for actual costs of the study, ~~not to exceed \$ 2,500.00~~. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to Clewiston Utilities by the customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (~~2003~~18) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (~~2005~~10) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with CU's system to ensure compliance with applicable local codes.

C. Proof of general liability insurance in the amount of:

Tier 1 - \$ 100,000.00

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Issued by: ~~Steve McKown~~Randy Martin
~~July 20, 2009~~October 21, 2019
City Manager

Effective:

**Tier 1 - Standard Interconnection Agreement
Customer-owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and City of Clewiston, Florida, Clewiston Utilities, (hereafter called "**CityCU**"), a body politic. Customer and **CityCU** shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises 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 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

Whereas, CityCU operates an electric system serving the City of Clewiston; and,

Whereas, Customer has made a written Application to CityCU, a copy being attached hereto, to interconnect its RGS with CityCU's electrical supply grid at the location indentified above; and,

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate City's electric system, which limits City's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CityCU to allow its customer's to interconnect with CityCU's electric system and to allow CityCU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CityCU customers interconnected to CityCU's electric system; and,

Whereas, CityCU desires to provide interconnection of a RGS under conditions which will ensure the safety of CityCU customers and employees, reliability and integrity of its distribution system, and

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

(Continued to Sheet No. 29.1)

Issued by: Steve McKownRandy Martin
July 20, 2009October 21, 2019
City Manager

Effective:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CityCU.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with CityCU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify CityCU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's CityCU distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with CityCU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CityCU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (200318) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (200510) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes,
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any

(Continued to Sheet No. 29.2)

payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CityCU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CityCU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CityCU.

10. Prior to commencing parallel operation with the CityCU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the CityCU.

11. The Customer agrees to permit Citythe CU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CityCU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when CityCU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide CityCU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CityCU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to CityCU advising CityCU of the date and time at which Customer intends to place the system in service, and CityCU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CityCU system upon a loss of CityCU 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).

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CityCU with sixty (60) days advance written notice of the addition.

(Continued to Sheet No. 29.3)

14. The Customer shall not energize the CityCU system when the CityCU's system is deenergized. The Customer shall cease to energize the CityCU system during a faulted condition on the CityCU system and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the CityCU system prior to automatic or non-automatic reclosing of the CityCU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and CityCU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CityCU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CityCU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CityCU's electric system, such that back feed from the customer-owned renewable generation system to CityCU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CityCU and capable of being locked in the open position with a CityCU padlock. When locked and tagged in the open position by CityCU, this switch will be under the control of CityCU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by Citythe CU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to Citythe CU at least thirty (30) calendar days prior to beginning parallel operations with CityCU's electric system, subject to the requirements of Section 18, below, and within one (1) year after the CityCU executes this Agreement.

18. Once CityCU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CityCU representative, CityCU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. CityThe CU recommendsrequires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00) for Tier 1 generators.

20. CityCU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will

(Continued to Sheet No. 29.4)

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

be metered to measure the energy delivered by CityCU to Customer, and also measure the energy delivered by Customer to Citythe CU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CityCU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CityCU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CityCU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CityCU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CityCU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CityCU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CityCU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City'sCU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions, which may require the disconnection of the Customer's system, include, but are not limited to, the following:

- a. CityCU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CityCU equipment, any part of CityCU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on City's-utilityCU's system due to the operation of the Customer's generation or protective equipment as determined by CityCU.

(Continued to Sheet No. 29.5)

- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of City'sCU' other electric consumers caused by the Customer's generation as determined by CityCU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CityCU.
- f. When the Customer fails to make any payments due to CityCU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CityCU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from City'sCUs electric supply system, notify CityCU that the isolation is complete, and coordinate with CityCU for return of City'sCU' lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CityCU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CityCU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City'sCU' electrical distribution system, irrespective of any fault on the part of CityCU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without City'sCU' prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CityCU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

(Continued to Sheet No. 29.6)

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~City~~CU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and City's ~~T~~tariffs as ~~it~~they may be modified, changed, or amended from time to time, including any amendments modification or changes to City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction, and City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of ~~City's~~the CU electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by City, including City's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

(Continued to Sheet No. 29.7)

Issued by: ~~Steve McKown~~Randy Martin
City Manager

Effective: ~~July 20, 2009~~October 21, 2019

~~32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (2.5%) of the aggregate Customer peak demand on City's electric system.~~

332. This Agreement is solely for the benefit of CityCU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CityCU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CityCU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of the sovereign immunity applicable to CityCU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CityCU have executed this Agreement the day and year first above written.

CityClewiston Utilities:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

CityClewiston Utilities Account Number:

**Tier 2 - Standard Interconnection Agreement
Customer-owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and City of Clewiston, City Utilities, Florida (hereafter called "**CityCU**"), a body politic. Customer and CityCU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:

_____.

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, City operates an electric system serving the City of Clewiston; and

Whereas, Customer has made a written Application to CityCU, a copy being attached hereto, to interconnect its RGS with City's electrical supply grid at the location identified above; and

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate City'sCU's electric system, which limits City'sCU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CityCU to allow its customers to interconnect with City'sCU's electric system and to allow CityCU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CityCU customers interconnected to CityCU's electric system; and

Whereas, CityCU desires to provide interconnection of a RGS under conditions which will insure the safety of City customers and employees, reliability and integrity of its distribution system;

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

(Continued on Sheet No. 30.1)

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CityCU.
 2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
 3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the customer's responsibility to notify CityCU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2 MW) limit.
 4. The RGS GPR must not exceed 90% of the Customer's CityCU distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
 5. The Customer shall be required to pay a non-refundable application fee of \$320 for the review and processing of the application.
 6. The Customer shall fully comply with CityCU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CityCU from time to time.
 7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003~~18~~) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.
 8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of
- (Continued on Sheet No. 30.2)

electricity, or the retail sale of electricity from the customer-owned renewable generation.

Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CityCU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CityCU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CityCU.

10. Prior to commencing parallel operation with CityCU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to CityCU.

11. The Customer agrees to permit CityCU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CityCU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when CityCU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide CityCU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CityCU's legal obligation to provide service to its Customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to CityCU advising CityCU of the date and time at which Customer intends to place the system in service, and CityCU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CityCU system upon a loss of CityCU 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).

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CityCU with sixty (60) days advance written notice of the addition.

(Continued on Sheet No. 30.3)

14. The Customer shall not energize the City CU system when the CU's system is deenergized. The Customer shall cease to energize the CityCU system during a faulted condition on the CityCU system and/or upon any notice from CityCU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the CityCU system prior to automatic or non-automatic reclosing of CityCU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and CityCU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CityCU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CityCU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CityCU's electric system such that back feed from the customer-owned renewable generation system to CityCU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CityCU and capable of being locked in the open position with a CityCU padlock. When locked and tagged in the open position by CityCU, this switch will be under the control of CityCU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by CityCU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to CityCU at least thirty (30) calendar days prior to beginning parallel operations with CityCU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after CityCU executes this Agreement.

18. Once CityCU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CityCU representative, CityCU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. CityCU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00).

(Continued on Sheet No. 30.4)

20. CityCU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by CityCU to Customer, and also measure the energy delivered by Customer to CityCU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CityCU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CityCU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CityCU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CityCU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CityCU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CityCU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CityCU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from CityCU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. CityCU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.

(Continued on Sheet No. 30.5)

- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CityCU equipment, any part of CityCU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on CityCU's utility system due to the operation of the Customer's generation or protective equipment as determined by CityCU.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of CityCU's other electric consumers caused by the Customer's generation as determined by CityCU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CityCU.
- f. When the Customer fails to make any payments due to CityCU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CityCU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from CityCU's electric supply system, notify CityCU that the isolation is complete, and coordinate with CityCU for return of CityCU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CityCU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CityCU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, CityCU's electrical distribution system, irrespective of any fault on the part of CityCU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees. Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without CityCU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CityCU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new ~~Standard~~—(Continued on Sheet No. 30.6)

Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between CityCU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and CityCU's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to CityCU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and CityCU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction, and CityCU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of City's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by CityCU, including CityCU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

(Continued on Sheet No. 30.7)

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

31. CityCU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, CityCU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

~~32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (%) of the aggregate Customer peak demand on City's electric system.~~

332. This Agreement is solely for the benefit of CityCU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CityCU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CityCU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by CityCU of the sovereign immunity applicable to CityCU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CityCU have executed this Agreement the day and year first above written.

CITYCLEWISTON UTILITIES:

CUSTOMER:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

CityClewiston Utilities Account Number:

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

**Tier 3 - Standard Interconnection Agreement
Customer-Owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Clewiston, Florida, City Utilities(hereafter called "**CityCU**"), a body politic. Customer and CityCU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking _____ place:

WITNESSETH

Whereas, a Tier 3 Renewable Generation System ("RGS" or "customer-owned renewable generation") 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 more than 100 kilowatts (100 kW) but not greater than two-megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, CityCU operates an electric system serving the City of Clewiston; and

Whereas, Customer has made a written Application to CityCU, a copy being attached hereto, to interconnect its RGS with CityCU's electrical supply grid at the location indentified above; and

Whereas, City and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which City has agreed to purchase and receive, and FMPA has agreed to sell and supply City with all energy and capacity necessary to operate CityCU's electric system, which limits CityCU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting CityCU to allow its customers to interconnect with CityCU's electric system and to allow City customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from CityCU customers interconnected to CityCU's electric system; and

Whereas, CityCU desires to provide interconnection of a RGS under conditions which will ensure the safety of CityCU customers and employees, reliability and integrity of its distribution system;

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

(Continued to Sheet No. 31.1)

Issued by: ~~Steve McKown~~Randy Martin
City Manager

Effective: ~~July 20, 2009~~October 21, 2019

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and CityCU.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with CityCU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify CityCU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's CityCU distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$200 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$2,500. Should the actual cost of the study be less than the \$1,500 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with CityCU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by CityCU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (~~2003~~18) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (~~2005~~10) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 31.2)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-Owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than CityCU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to CityCU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to CityCU.

10. Prior to commencing parallel operation with CityCU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to CityCU.

11. The Customer agrees to permit CityCU, if it should so choose to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. CityCU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous CityCU condition, Customer agrees to provide CityCU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet CityCU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the Customer-Owned renewable generation system in service, Customer shall provide written notification to CityCU advising CityCU of the date and time at which Customer intends to place the system in service, and CityCU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the CityCU system upon a loss of CityCU 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). If an interconnection study is deemed necessary by CityCU, further design review, testing or additional equipment (as identified in any such study) may be required by CityCU.

(Continued to Sheet No. 31.3)

Issued by: ~~Steve McKown~~ Randy Martin
City Manager

Effective: ~~July 20, 2009~~ October 21, 2019

13. If Customer adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide CityCU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the CityCU system when ~~City~~ the CU's system is deenergized. The Customer shall cease to energize the CityCU system during a faulted condition on the CityCU system and/or upon any notice from City that the deenergizing of Customer's RGS' equipment is necessary. The Customer shall cease to energize the CityCU system prior to automatic or non-automatic reclosing of CityCU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on CityCU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of CityCU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to CityCU's electric system such that back feed from the customer-owned renewable generation system to CityCU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to CityCU and capable of being locked in the open position with a CityCU's padlock. When locked and tagged in the open position by CityCU, this switch will be under the control of CityCU.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by CityCU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to CityCU at least thirty (30) calendar days prior to beginning parallel operations with CityCU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after CityCU executes this Agreement.

18. Once CityCU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a CityCU representative, CityCU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 31.4)

Issued by: ~~Steve McKown~~ Randy Martin
City Manager

Effective: ~~July 20, 2009~~ October 21, 2019

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00).

20. CityCU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by City to Customer, and also measure the energy delivered by Customer to CityCU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to CityCU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide CityCU with a copy of the 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by CityCU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any CityCU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. CityCU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, CityCU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. CityCU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from CityCU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

(Continued to Sheet No. 31.5)

- a. CityCU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any CityCU equipment, any part of CityCU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on CityCU's utility system due to the operation of the Customer's generation or protective equipment as determined by CityCU.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of CityCU's other electric consumers caused by the Customer's generation as determined by CityCU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of CityCU.
- f. When the Customer fails to make any payments due to CityCU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, CityCU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from CityCU's electric supply system, notify CityCU that the isolation is complete, and coordinate with CityCU for return of CityCU's lock.

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless CityCU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of CityCU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, CityCU's electrical distribution system, irrespective of any fault on the part of CityCU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

(Continued to Sheet No. 31.6)

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without CityCU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to CityCU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between CityCU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and CityCU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and CityCU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in a state court of competent jurisdiction, and CityCU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail Customers of CityCU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by CityCU, including CityCU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time

(Continued to Sheet No. 31.7)

Issued by: ~~Steve McKown~~Randy Martin
City Manager

Effective: ~~July 20, 2009~~October 21, 2019

to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. CityCU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, CityCU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

~~32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City Customers, exceeds 2.5 percent (%) of the aggregate Customer peak demand on City's electric system.~~

33. This Agreement is solely for the benefit of CityCU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than CityCU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon CityCU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by CityCU of the sovereign immunity applicable to CityCU as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer and CityCU have executed this Agreement the day and year first above written.

CITYCLEWISTON UTILITIES:

CUSTOMER:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

CITYClewiston Utilities Account Number:

Issued by: Steve McKownRandy Martin
City Manager

Effective: July 20, 2009October 21, 2019

RESOLUTION NO. 2019-72

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CITY OF CLEWISTON NET METERING SERVICE RATE SCHEDULE, APPLICATION AND STANDARD INTERCONNECTION AGREEMENT.

WHEREAS, the City Commission of the City of Clewiston approved the Clewiston Utilities Net Metering Agreement policies and agreement on July 20, 2009; and

WHEREAS, the City desires to revise the rate schedule, deleting subsection (g) and increasing the application fees and minimum insurance requirements;

WHEREAS, it is necessary to formally adopt the City of Clewiston Net Metering Service Rate Schedule, Application and Standard Interconnection Agreement so that interconnection of the net meters can begin;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AS FOLLOWS:

SECTION 1. The attached City of Clewiston Net Metering Rate Schedule, Application and Standard Interconnection Agreement are hereby approved.

PASSED and ADOPTED this 21st day of October, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA



Mary K. Combass, City Clerk



Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 

Gary M. Brandenburg, City Attorney

CITY OF CLEWISTON NET METERING SERVICE RATE SCHEDULE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Clewiston (Utility) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed 2 megawatts (2 MW) that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
 - Tier 1 = 10kW or less;
 - Tier 2 = greater than 10kW and less than or equal to 100kW;
 - Tier 3 = greater than 100kW and less than or equal to 2MW.
3. Is interconnected and operates in parallel with Clewiston Utility's electric distribution system;
4. Provides Clewiston Utility's with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and the City of Clewiston (Utility).

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A Customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by Clewiston Utilities will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of Electricity both (1) from the Utility; and (2) excess energy (kWh) generated by Customer and delivered to Utility's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the Utility.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA or Utility.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

BILLING: Customer shall be billed for its consumption and export of excess energy as follows:

- a) Customer shall be billed for the total amount of electric power and energy delivered to Customer by the Utility in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for Utility electricity. Any kWh of electric energy produced by the Customer-Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the Utility system shall be deemed as "excess customer-owned renewable generation." Excess Customer-Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.
- c) Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to Utility's electric system during the previous billing cycle. The credit from the Utility shall be determined in accordance with the Utility's wholesale avoided cost rate as determined by FMPA.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by Utility to the Customer, at Utility's wholesale avoided cost rate.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid by Utility.
- f) Regardless of whether any excess energy is delivered to Utility's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
- ~~g) Customer acknowledges that its provision of electricity to Utility hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to Utility pursuant to this Schedule, from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's electric system.~~

FEES: The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee

Tier 2 - ~~\$0.00~~320.00

Tier 3 - ~~\$0.00~~470.00

Tier 3 - Study Fee – Deposit of \$5000.00 Customer to pay actual cost.

**APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 - 10 KW or Less
TIER 2 - Greater than 10 KW and Less Than or Equal to 100 KW
TIER 3 - Greater than 100 KW and Less Than or Equal to 2 MW

Clewiston Utility customers who install customer-owned renewable generation systems and desire to interconnect those facilities with Utility's electrical system are required to complete this application. This application can be obtained from the local Utility office or can be downloaded from Utility's website at: www.clewiston-fl.gov. When the completed application and fees are returned to Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. The Interconnection Agreements may be obtained at the local Utility office.

1. Customer Information

Name: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

Clewiston Utilities Account Number: _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

Fuel or Energy Source: _____
Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$200.00/\$320 for Tier 2 and \$470 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$5000.00 will be paid along with this application. Should Utility determine that an interconnection study is necessary; the Customer will be responsible for actual costs of the study. When the study is completed, the Customer will be responsible for any underpayment or will be refunded any overpayment.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Company by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with Utility’s system to ensure compliance with applicable local codes.

C. Proof of general liability insurance for Tier 1 generators \$100,000, Tier 2 generators (\$100,000/1,000,000) or Tier 3 generators (\$500,000/2,000,000).

**Standard Interconnection Agreement for
Customer-Owned Renewable Generation System
Size _____**

This Agreement is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, and The City of Clewiston Utilities (hereafter called "Utility"), a municipally owned utility. Customer and Utility shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place is: _____.

WITNESSETH

Whereas, Utility, operates an electric distribution system serving the City of Clewiston and the Harlem community;

Whereas, Customer has made a written Application to Utility, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

Whereas, Utility desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of Utility customers and employees, reliability and integrity of its distribution system;

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

Section 1. Definitions

"Customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the Customer's electricity requirements with renewable energy that is generated using 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.

"Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

Section 2. Scope of Agreement

2.01. This Agreement defines the terms and conditions under which Utility and Customer agree to interconnect Customer-Owned Renewable Generation of ___ kW or less (as described in Exhibit A) at a standard Utility primary

Section 3. Interconnection Application

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to Utility a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

Section 4. Applicable Codes and Standards

4.01. Prior to operating in parallel with Utility's electric system, Customer shall certify that the customer-owned renewable generation equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

4.02. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to Utility.

Section 5. Inspection Requirements

5.01. Prior to commencing parallel operation with Utility's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to Utility.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with Utility's electric system, authorized Utility representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement. At least ten (10) business days prior to

initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to Utility advising Utility of the date and time at which Customer intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

5.03. Utility shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when Utility may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Utility shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet Utility's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by Utility, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any Utility inspection of the customer-owned renewable generation system shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the customer-owned renewable generation equipment. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

Section 6. Electric System Protection Requirements

6.01. Customer certifies that the customer-owned renewable generation 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).

Section 7. Modifications and/or Additions to the Customer-Owned Renewable Generation System

7.01. It is Customer's responsibility to notify Utility of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications.

7.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide Utility with sixty (60) days written notice of the addition.

Section 8. Gross Power Rating

8.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR

does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

Section 9. Administrative Requirements

9.01. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by Utility within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to Utility at least fifteen (15) calendar days prior to beginning parallel operations with Utility's electric system and within one (1) year after Utility executes this Agreement.

9.02. Once Utility has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Utility representative, Utility will, within ten (10) business days, send written notice that parallel operation of the customer-owned renewable generation system may commence.

Section 10. Customer Insurance Requirements

10.01. Utility ~~strongly recommends~~requires Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) for Tier 1 generators, one million dollars (\$1,000,000) for Tier 2 generators and two million dollars for Tier 3 generators. ~~General Liability Insurance is required for Tier 2 generators in the amount of \$1,000,000 and \$2,000,000 for Tier 3 generators.~~

Section 11. Customer Equipment

11.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on Utility's electric system in delivering and restoring system power. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed Customer's location and after connection with Utility's system has been restored.

Section 12. Manual Disconnect Switch

12.01. Customer shall install a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to Utility's electric system such that back feed from the customer-owned renewable generation system to Utility's electric system cannot occur when the switch is in the open position. For Tier 1 customers this will be at the Utility's expense and subject to the approval of the cost by Utility, for Tier 2 and Tier 3 customers this will be at the Customers expense. The manual disconnect switch shall be mounted separate from

the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility. For Tier 1 customers; if the switch installation cost proposed by the Customer or the Customer's contractor exceeds Utility's cost to have the switch installed through its own means, Utility shall install the switch, and Customer shall provide reasonable accommodation to Utility for such installation.

12.02. Utility may open the switch, isolating the customer-owned renewable generation system, without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, Utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by Utility as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- Utility electric system emergencies or maintenance requirements.
- Hazardous conditions existing on Utility's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by Utility.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by the RGS as determined by Utility.

12.03. On termination of services pursuant to this Agreement, Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from Utility's electric supply system, notify Utility that the isolation is complete, and coordinate with Utility for return of Utility's lock.

Section 13. Metering Equipment

13.01. Utility will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by Utility to Customer, and also measure energy delivered by Customer to Utility. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Section 14. Indemnification

14.01. Customer agrees to indemnify, defend and hold harmless Utility, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which Utility, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement.

Section 15. Assignment

15.01. Customer shall not have the right to assign its benefits or obligations under this Agreement without Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the customer-owned renewable generation, Customer shall provide written notice to Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume in writing Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

Section 16. Lease Agreements and Retail Purchase of Electricity

16.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance or an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide Utility a copy of the lease agreement for any leased interconnection or generation equipment. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than Utility, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

Section 17. Entire Agreement

17.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

Section 18. Governing Law & Tariff

18.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and Utility's Tariff as it may be modified, changed, or amended from time to time.

18.02. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including the applicable Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

18.03. Utility and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this

Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, Utility and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

IN WITNESS WHEREOF, Customer and Utility have executed this Agreement the day and year first above written.

UTILITY

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____
(Signature)

(Print Name)

(Customer Account Number)

Date: _____