



**Jody Lamar Finklea, B.C.S.**  
General Counsel and Chief Legal Officer  
Board Certified City, County and Local Government Lawyer

FILED 2/24/2021  
DOCUMENT NO. 02440-2021  
FPSC - COMMISSION CLERK

**VIA Electronic Filing**

February 24, 2021

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

***Re: City of Chattahoochee, Florida – Net-Metering Tariff Sheets***

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Chattahoochee, 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) Original Sheets No. 17.0-17.2 – *Net-Metering Service Rate Schedule*;
- b) Original Sheets No. 17.3-17.4 – *Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- c) Original Sheets No. 17.5-17.12 – *Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation System, and*,
- d) Original Sheets No. 18.0-18.7 – *Tier 2 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*.

We recently became aware that the City of Chattahoochee's Net-Metering tariff sheets had not been filed, although the city had passed them in 2010. They filed their annual net-metering report for 2019. The city has not had any net-metering customers, but we have been advised they have had inquiries.

A copy of Chattahoochee's Resolution No. 2010-06 is included in this filing.

Our apologies for any confusion in this matter. 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**

**AVAILABLE:** Entire service area.

**APPLICABLE:** This schedule is applicable to a customer who:

1. Takes retail services from the City of Chattahoochee under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises and is primarily intended to offset part or all of a customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
  - a. Tier 1 – 10 kW or less;
  - b. Tier 2 – greater than 10 kW and less than or equal to 100 kW;
3. Is interconnected and operates in parallel with the City of Chattahoochee's electric distribution system;
4. Provides the City of Chattahoochee with an executed Standard Interconnection Agreement for Customer-Owner Renewable Generation.

**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 the City of Chattahoochee 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 City of Chattahoochee, and (2) excess energy (kWh) generated by Customer and delivered to the City of Chattahoochee's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the City of Chattahoochee.

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

(Continued on Sheet No. 17.1)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

Any meter or meters installed 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 the City of Chattahoochee.

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

- a) 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 the City of Chattahoochee 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 City of Chattahoochee system shall be deemed as "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to Customer by the City of Chattahoochee during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Chattahoochee in the form of a credit on the Customer's monthly energy consumption bill. Each billing cycle, Customer shall be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to the City of Chattahoochee's electric system during the previous billing cycle. The credit from the City of Chattahoochee shall be determined in accordance with wholesale avoided cost from Progress Energy.
- d) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding billing period, 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 the City of Chattahoochee to the Customer, at the City of Chattahoochee's wholesale avoided cost from the City's wholesale power provider.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid to the Customer's last address or forwarding address, by check within 180 days of the next billing cycle.

(Continued on Sheet No. 17.2)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

f) Regardless of whether any excess energy is delivered to the City of Chattahoochee'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 the City of Chattahoochee hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the events the total amount of electricity delivered to the City of Chattahoochee pursuant to this Schedule, from all participating City of Chattahoochee customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on the City of Chattahoochee'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 – \$25.00
- Tier 2 – \$50.00

**NET-METERING SERVICE  
RATE SCHEDULE**

**AVAILABLE:** Entire service area.

**APPLICABLE:** This schedule is applicable to a customer who:

1. Takes retail services from the City of Chattahoochee under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises and is primarily intended to offset part or all of a customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
  - a. Tier 1 – 10 kW or less;
  - b. Tier 2 – greater than 10 kW and less than or equal to 100 kW;
3. Is interconnected and operates in parallel with the City of Chattahoochee's electric distribution system;
4. Provides the City of Chattahoochee with an executed Standard Interconnection Agreement for Customer-Owner Renewable Generation.

**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 the City of Chattahoochee 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 City of Chattahoochee, and (2) excess energy (kWh) generated by Customer and delivered to the City of Chattahoochee's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the City of Chattahoochee.

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

(Continued on Sheet No. 17.1)

Any meter or meters installed 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 the City of Chattahoochee.

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

- a) 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 the City of Chattahoochee 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 City of Chattahoochee system shall be deemed as "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to Customer by the City of Chattahoochee during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Chattahoochee in the form of a credit on the Customer's monthly energy consumption bill. Each billing cycle, Customer shall be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to the City of Chattahoochee's electric system during the previous billing cycle. The credit from the City of Chattahoochee shall be determined in accordance with wholesale avoided cost from Progress Energy.
- d) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding billing period, 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 the City of Chattahoochee to the Customer, at the City of Chattahoochee's wholesale avoided cost from the City's wholesale power provider.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid to the Customer's last address or forwarding address, by check within 180 days of the next billing cycle.

(Continued on Sheet No. 17.2)

- f) Regardless of whether any excess energy is delivered to the City of Chattahoochee'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 the City of Chattahoochee hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the events the total amount of electricity delivered to the City of Chattahoochee pursuant to this Schedule, from all participating City of Chattahoochee customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on the City of Chattahoochee'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 – \$25.00
- Tier 2 – \$50.00

**APPLICATION FOR 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

City of Chattahoochee customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the City of Chattahoochee’s electrical system are required to complete this application. When the completed application and fees are returned to the City of Chattahoochee, the process of completing the appropriate Tier 1 or Tier 2 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Utility Department, 115 Lincoln Dr., Chattahoochee, FL 32324 or may be received via email by making a request to [citymgr@fairpoint.net](mailto:citymgr@fairpoint.net).

**1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

**2. RGS Facility Information**

Facility Location: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

RGS Manufacturer: \_\_\_\_\_

Manufacturer’s 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.).

(Continued on Sheet No. 17.4)

Issued by: Robert Presnell  
\_\_\_\_\_  
City Manager/Utilities Director

Effective Date: May 1, 2010

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 \$25.00 for Tier 1, and \$50.00 for Tier 2 installations.

**5. Required Documentation**

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Chattahoochee 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 the City of Chattahoochee system to ensure compliance with applicable local codes.

C. Proof of insurance in the amount shown below and naming the City of Chattahoochee as an additional insured:

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

**Customer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name)

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

Issued by: Robert Presnell  
\_\_\_\_\_  
City Manager/Utilities Director

Effective Date: May 1, 2010

**APPLICATION FOR 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

City of Chattahoochee customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the City of Chattahoochee’s electrical system are required to complete this application. When the completed application and fees are returned to the City of Chattahoochee, the process of completing the appropriate Tier 1 or Tier 2 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Utility Department, 115 Lincoln Dr., Chattahoochee, FL 32324 or may be received via email by making a request to [citymgr@fairpoint.net](mailto:citymgr@fairpoint.net).

**1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

**2. RGS Facility Information**

Facility Location: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

RGS Manufacturer: \_\_\_\_\_

Manufacturer’s 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.).

(Continued on Sheet No. 17.4)

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 \$25.00 for Tier 1, and \$50.00 for Tier 2 installations.

**5. Required Documentation**

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Chattahoochee 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 the City of Chattahoochee system to ensure compliance with applicable local codes.

C. Proof of insurance in the amount shown below and naming the City of Chattahoochee as an additional insured:

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

**Customer**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name)

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

**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 Chattahoochee (hereafter called "[Utility]"), a body politic. Customer and City of Chattahoochee 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") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 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, City of Chattahoochee operates an electric system serving the City of Chattahoochee; and,

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

Whereas, in order to promote the development of small customer-owned renewable generation, the City of Chattahoochee offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City of Chattahoochee customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and,

Whereas, the City of Chattahoochee desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City of Chattahoochee's 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:

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of Chattahoochee of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total

(Continued on Sheet No. 17.6)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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 City of Chattahoochee 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. An increase in GPR above the 10kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 2 megawatts (MW).

2. The RGS GPR must not exceed 90% of the Customer's City of Chattahoochee 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.

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

4. The Customer shall fully comply with City of Chattahoochee's current policy as those documents may be amended or revised by the City of Chattahoochee from time to time.

5. 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.

6. 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 the City of Chattahoochee, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public

(Continued to Sheet No. 17.7)

Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to City of Chattahoochee. 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 City of Chattahoochee.

8. Prior to commencing parallel operation with City of Chattahoochee'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 City of Chattahoochee.

9. The Customer agrees to permit City of Chattahoochee, 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. The City of Chattahoochee will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Chattahoochee 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 the City 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 City of Chattahoochee'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 City of Chattahoochee advising the City of the date and time at which Customer intends to place the system in service, and The City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Chattahoochee's system upon a loss of the City's 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).

11. If Customer adds another RGS 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 the City with sixty (60) days advance written notice of the addition.

(Continued on Sheet No. 17.8)

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

13. 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 the City of Chattahoochee'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 the City'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.

14. The Customer must install, at Customer's 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 the City of Chattahoochee's electric system, such that back feed from the customer-owned renewable generation system to the City'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 the City of Chattahoochee and capable of being locked in the open position with a City of Chattahoochee padlock. When locked and tagged in the open position by the City of Chattahoochee, this switch will be under the control of the City.

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

16. Once the City of Chattahoochee 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 City of Chattahoochee representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued on Sheet No. 17.9)

Issued by: Robert Presnell  
\_\_\_\_\_  
City Manager/Utilities Director

Effective Date: May 1, 2010

17. The City of Chattahoochee 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).

18. The City of Chattahoochee 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 as determined by the type of metering equipment installed. 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 the City of Chattahoochee and metered to measure the energy delivered by the City of Chattahoochee to Customer.

19. 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.

20. 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 the City of Chattahoochee 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.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Chattahoochee, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Chattahoochee inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Chattahoochee'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 13, 17, 19, 22, and 24 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 mis-operation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Chattahoochee, 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. The City of Chattahoochee 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 the City'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:

(Continued on Sheet No. 17.10)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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

23. Upon termination of services pursuant to this Agreement, the City of Chattahoochee 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 the City of Chattahoochee's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Chattahoochee, any and all of the 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 the City of Chattahoochee.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Chattahoochee's electrical distribution system, irrespective of any fault on the part of the City.
- c. The performance or non-performance 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.

(Continued on Sheet No. 17.11)

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Chattahoochee'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 the City 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.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City of Chattahoochee 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.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Chattahoochee's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Chattahoochee's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Chattahoochee 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 located in Gadsden County, Florida, and the City of Chattahoochee 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 the City of Chattahoochee's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Chattahoochee, including the City of Chattahoochee's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules

(Continued on Sheet No. 17.12)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010



**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 Chattahoochee (hereafter called "**[Utility]**"), a body politic. Customer and City of Chattahoochee 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") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 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**, City of Chattahoochee operates an electric system serving the City of Chattahoochee; and,

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

**Whereas**, in order to promote the development of small customer-owned renewable generation, the City of Chattahoochee offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City of Chattahoochee customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and,

**Whereas**, the City of Chattahoochee desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City of Chattahoochee's 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:

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of Chattahoochee of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total

(Continued on Sheet No. 17.6)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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 City of Chattahoochee 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. An increase in GPR above the 10kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 2 megawatts (MW).

2. The RGS GPR must not exceed 90% of the Customer's City of Chattahoochee 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.

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

4. The Customer shall fully comply with City of Chattahoochee's current policy as those documents may be amended or revised by the City of Chattahoochee from time to time.

5. 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.

6. 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 the City of Chattahoochee, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public

(Continued to Sheet No. 17.7)

Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to City of Chattahoochee. 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 City of Chattahoochee.

8. Prior to commencing parallel operation with City of Chattahoochee'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 City of Chattahoochee.

9. The Customer agrees to permit City of Chattahoochee, 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. The City of Chattahoochee will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Chattahoochee 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 the City 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 City of Chattahoochee'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 City of Chattahoochee advising the City of the date and time at which Customer intends to place the system in service, and The City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Chattahoochee's system upon a loss of the City's 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).

11. If Customer adds another RGS 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 the City with sixty (60) days advance written notice of the addition.

(Continued on Sheet No. 17.8)

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

13. 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 the City of Chattahoochee'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 the City'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.

14. The Customer must install, at Customer's 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 the City of Chattahoochee's electric system, such that back feed from the customer-owned renewable generation system to the City'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 the City of Chattahoochee and capable of being locked in the open position with a City of Chattahoochee padlock. When locked and tagged in the open position by the City of Chattahoochee, this switch will be under the control of the City.

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

16. Once the City of Chattahoochee 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 City of Chattahoochee representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued on Sheet No. 17.9)

17. The City of Chattahoochee 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).

18. The City of Chattahoochee 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 as determined by the type of metering equipment installed. 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 the City of Chattahoochee and metered to measure the energy delivered by the City of Chattahoochee to Customer.

19. 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.

20. 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 the City of Chattahoochee 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.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Chattahoochee, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Chattahoochee inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Chattahoochee'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 13, 17, 19, 22, and 24 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 mis-operation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Chattahoochee, 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. The City of Chattahoochee 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 the City'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:

(Continued on Sheet No. 17.10)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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

23. Upon termination of services pursuant to this Agreement, the City of Chattahoochee 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 the City of Chattahoochee's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Chattahoochee, any and all of the 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 the City of Chattahoochee.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Chattahoochee's electrical distribution system, irrespective of any fault on the part of the City.
- c. The performance or non-performance 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.

(Continued on Sheet No. 17.11)

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Chattahoochee'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 the City 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.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City of Chattahoochee 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.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Chattahoochee's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Chattahoochee's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Chattahoochee 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 located in Gadsden County, Florida, and the City of Chattahoochee 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 the City of Chattahoochee's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Chattahoochee, including the City of Chattahoochee's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules

(Continued on Sheet No. 17.12)

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.

29. The City of Chattahoochee 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, the City of Chattahoochee and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City of Chattahoochee 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 the City of Chattahoochee pursuant to the City of Chattahoochee's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Chattahoochee customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on City of Chattahoochee's electric system.

31. This Agreement is solely for the benefit of the City of Chattahoochee 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 City of Chattahoochee 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 City of Chattahoochee 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 the City of Chattahoochee of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits that are derived from the energy generated by these systems. The Customers agrees that the City of Chattahoochee retains full rights and ownership to these credits.

**IN WITNESS WHEREOF**, Customer and the City of Chattahoochee have executed this Agreement the day and year first above written.

**CITY OF CHATTAHOOCHEE:**

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

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

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_  
(Print Name)

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

Date: \_\_\_\_\_

City of Chattahoochee Account Number:  
\_\_\_\_\_

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

**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 the City of Chattahoochee (hereafter called "[Utility]"), a body politic. Customer and the City of Chattahoochee shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place: \_\_\_\_\_.

**WITNESSETH**

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system 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, the City of Chattahoochee operates an electric system serving the entire city limits; and,

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

Whereas, in order to promote the development of small customer-owned renewable generation, the City of Chattahoochee offers net-metering service by which customers may interconnect their customer-owned renewable generation system with the City of Chattahoochee's electric system and to allow the City's customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and,

Whereas, the City of Chattahoochee desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City's 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:

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of Chattahoochee of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total

(Continued on Sheet No. 18.1)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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 City of Chattahoochee 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. An increase in GPR above the 10kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 2 megawatts (MW).

2. The RGS GPR must not exceed 90% of the Customer's City of Chattahoochee's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible for payment of the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

4. The Customer shall fully comply with City of Chattahoochee's current policy as those documents may be amended or revised by the City, from time to time.

5. 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.

6. 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 the City of Chattahoochee, 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.

(Continued on Sheet No 18.2)

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Chattahoochee. 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 the City.

8. Prior to commencing parallel operation with the City of Chattahoochee'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 City.

9. The Customer agrees to permit the City of Chattahoochee, 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. The City of Chattahoochee will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the 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 condition, Customer agrees to provide the City of Chattahoochee 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 the City'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 the City of Chattahoochee advising the City of the date and time at which Customer intends to place the system in service, and the City of Chattahoochee shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Chattahoochee system upon a loss of City's 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).

11. If Customer adds another RGS 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 the City of Chattahoochee with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City of Chattahoochee system when City's system is deenergized. The Customer shall cease to energize the City of Chattahoochee system during a faulted condition on the City's system and/or upon any notice from City of Chattahoochee that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City of Chattahoochee system prior to automatic or non-automatic reclosing of the City of

(Continued on Sheet No. 18.3)

Issued by: Robert Presnell  
\_\_\_\_\_  
City Manager/Utilities Director

Effective Date: May 1, 2010

Chattahoochee's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Chattahoochee's systems.

13. 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 the City of Chattahoochee'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 the City'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.

14. The Customer must install, at Customer's 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 the City of Chattahoochee's electric system, such that back feed from the customer-owned renewable generation system to the City'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 the City of Chattahoochee and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City of Chattahoochee, this switch will be under the control of the City.

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

16. Once the City of Chattahoochee has received the 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 City of Chattahoochee representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

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

18. The City of Chattahoochee 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 as determined by the type of metering equipment installed. 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

(Continued on Sheet No. 18.4)

installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City of Chattahoochee.

19. 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.

20. 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 the City of Chattahoochee 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.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Chattahoochee, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City 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. The City of Chattahoochee'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 13, 17, 19, 22, and 24 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 mis-operation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Chattahoochee, 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. The City of Chattahoochee 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 the City'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. City of Chattahoochee 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 City equipment, any part of the City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on the City of Chattahoochee's utility system due to the operation of the Customer's generation or protective equipment as determined by City.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of

(Continued on Sheet No. 18.5)

- the City's other electric consumers caused by the Customer's generation as determined by the City of Chattahoochee.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City of Chattahoochee.
  - f. When the Customer fails to make any payments due to City of Chattahoochee by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City of Chattahoochee 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 the City's electric supply system, notify the City of Chattahoochee that the isolation is complete, and coordinate with the City of Chattahoochee for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Chattahoochee, any and all of the 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 the City of Chattahoochee.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Chattahoochee's electrical distribution system, irrespective of any fault on the part of the City.
- 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.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Chattahoochee'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 the City of Chattahoochee 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 on Sheet No. 18.6)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City of Chattahoochee 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.

27. 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 of Chattahoochee's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City of Chattahoochee's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Chattahoochee 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 located in Gadsden County, Florida, and the City of Chattahoochee 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 the City of Chattahoochee's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Chattahoochee, including the 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.

29. The City of Chattahoochee 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, the City of Chattahoochee and

(Continued on Sheet No. 18.7)

Issued by: Robert Presnell  
\_\_\_\_\_  
City Manager/Utilities Director

Effective Date: May 1, 2010

Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City of Chattahoochee 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 the City pursuant to the City of Chattahoochee's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Chattahoochee customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on the City's electric system.

31. This Agreement is solely for the benefit of the City of Chattahoochee 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 the City of Chattahoochee 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 City of Chattahoochee 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 the City of Chattahoochee of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer acknowledges there may be green energy attributes, typically called Renewable Energy Credits that are derived from the energy generated by these systems. The Customer agrees that the City of Chattahoochee retains full rights and ownership to these credits.

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

**City of Chattahoochee:**

**Customer:**

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

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

(Print Name)

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

(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Chattahoochee Account Number:  
\_\_\_\_\_

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

**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 the City of Chattahoochee (hereafter called "**[Utility]**"), a body politic. Customer and the City of Chattahoochee shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: \_\_\_\_\_.

**WITNESSETH**

**Whereas**, a Tier 2 Renewable Generation System (RGS) is an electric generating system 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**, the City of Chattahoochee operates an electric system serving the entire city limits; and,

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

**Whereas**, in order to promote the development of small customer-owned renewable generation, the City of Chattahoochee offers net-metering service by which customers may interconnect their customer-owned renewable generation system with the City of Chattahoochee's electric system and to allow the City's customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and,

**Whereas**, the City of Chattahoochee desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City's 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:

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of Chattahoochee of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total

(Continued on Sheet No. 18.1)

Issued by: Robert Presnell  
City Manager/Utilities Director

Effective Date: May 1, 2010

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 City of Chattahoochee 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. An increase in GPR above the 10kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 2 megawatts (MW).

2. The RGS GPR must not exceed 90% of the Customer's City of Chattahoochee's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible for payment of the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

4. The Customer shall fully comply with City of Chattahoochee's current policy as those documents may be amended or revised by the City, from time to time.

5. 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.

6. 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 the City of Chattahoochee, 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.

(Continued on Sheet No 18.2)

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Chattahoochee. 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 the City.

8. Prior to commencing parallel operation with the City of Chattahoochee'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 City.

9. The Customer agrees to permit the City of Chattahoochee, 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. The City of Chattahoochee will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the 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 condition, Customer agrees to provide the City of Chattahoochee 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 the City'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 the City of Chattahoochee advising the City of the date and time at which Customer intends to place the system in service, and the City of Chattahoochee shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Chattahoochee system upon a loss of City's 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).

11. If Customer adds another RGS 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 the City of Chattahoochee with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City of Chattahoochee system when City's system is deenergized. The Customer shall cease to energize the City of Chattahoochee system during a faulted condition on the City's system and/or upon any notice from City of Chattahoochee that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City of Chattahoochee system prior to automatic or non-automatic reclosing of the City of

(Continued on Sheet No. 18.3)

Chattahoochee's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Chattahoochee's systems.

13. 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 the City of Chattahoochee'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 the City'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.

14. The Customer must install, at Customer's 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 the City of Chattahoochee's electric system, such that back feed from the customer-owned renewable generation system to the City'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 the City of Chattahoochee and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City of Chattahoochee, this switch will be under the control of the City.

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

16. Once the City of Chattahoochee has received the 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 City of Chattahoochee representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

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

18. The City of Chattahoochee 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 as determined by the type of metering equipment installed. 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

(Continued on Sheet No. 18.4)

installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City of Chattahoochee.

19. 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.

20. 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 the City of Chattahoochee 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.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Chattahoochee, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City 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. The City of Chattahoochee'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 13, 17, 19, 22, and 24 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 mis-operation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Chattahoochee, 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. The City of Chattahoochee 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 the City'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. City of Chattahoochee 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 City equipment, any part of the City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on the City of Chattahoochee's utility system due to the operation of the Customer's generation or protective equipment as determined by City.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of

(Continued on Sheet No. 18.5)

- the City's other electric consumers caused by the Customer's generation as determined by the City of Chattahoochee.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City of Chattahoochee.
  - f. When the Customer fails to make any payments due to City of Chattahoochee by the due date thereof.
23. Upon termination of services pursuant to this Agreement, the City of Chattahoochee 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 the City's electric supply system, notify the City of Chattahoochee that the isolation is complete, and coordinate with the City of Chattahoochee for return of the City's lock.
24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Chattahoochee, any and all of the 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 the City of Chattahoochee.
  - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Chattahoochee's electrical distribution system, irrespective of any fault on the part of the City.
  - 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.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Chattahoochee'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 the City of Chattahoochee 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 on Sheet No. 18.6)

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City of Chattahoochee 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.

27. 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 of Chattahoochee's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City of Chattahoochee's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Chattahoochee 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 located in Gadsden County, Florida, and the City of Chattahoochee 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 the City of Chattahoochee's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Chattahoochee, including the 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.

29. The City of Chattahoochee 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, the City of Chattahoochee and

(Continued on Sheet No. 18.7)

Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City of Chattahoochee 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 the City pursuant to the City of Chattahoochee's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Chattahoochee customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on the City's electric system.

31. This Agreement is solely for the benefit of the City of Chattahoochee 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 the City of Chattahoochee 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 City of Chattahoochee 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 the City of Chattahoochee of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer acknowledges there may be green energy attributes, typically called Renewable Energy Credits that are derived from the energy generated by these systems. The Customer agrees that the City of Chattahoochee retains full rights and ownership to these credits.

**IN WITNESS WHEREOF**, Customer and the City of Chattahoochee have executed this Agreement the day and year first above written.

**City of Chattahoochee:**

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

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

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_  
(Print Name)

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

Date: \_\_\_\_\_

City of Chattahoochee Account Number:  
\_\_\_\_\_

RESOLUTION NO. 2010-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHATTAHOOCHEE, FLORIDA PERTAINING TO ESTABLISHING STANDARDS FOR THE PROMOTION, AND EXPANSION OF THE USE OF RENEWABLE ENERGY RESOURCES AND ENERGY CONSERVATION AND EFFICIENCY MEASURES; ADOPTING STANDARDIZED INTERCONNECTION AGREEMENTS; ADOPTING RATE SCHEDULES TO IMPLEMENT A NET METERING PROGRAM FOR CUSTOMER-OWNED RENEWABLE GENERATION; TO PROVIDE FOR NET METERING; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Chattahoochee is required by Section 366.92(5), Florida Statutes, to develop standards for the promotion, encouragement, and expansion of the use of renewable energy resources and energy conservation and efficiency measures; and

**WHEREAS**, by April 1 of each year, the City of Chattahoochee must submit to the Florida Public Service Commission (the "FPSC") a report that identifies such standards; and

**WHEREAS**, the City of Chattahoochee is required by Section 366.91(6), Florida Statutes, to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation; and

**WHEREAS**, by April 1 of each year, the City of Chattahoochee must submit to the FPSC a report detailing customer participation in the interconnection and net metering program; and

**WHEREAS**, the City of Chattahoochee believes that it is in the best interest of its customers to develop renewable energy standards and energy conservation and efficiency measures in an environmentally responsible, reliable, and cost effective manner that takes into consideration the renewable and conservation direction of the state of Florida; and

**WHEREAS**, the City of Chattahoochee believes that it is in the best interest of its customers to provide standardized interconnection agreements and a net metering program to enable the installation of customer-owned renewable energy resources.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTAHOOCHEE, FLORIDA:**

SECTION 1. The City of Chattahoochee, in accordance with Section 366.92(5), Florida Statutes, and in an effort to promote and expand the use of renewable energy resources and energy conservation and efficiency measures, hereby establishes the following guiding principles and standards:

- Continue to promote renewable energy, energy conservation and energy efficiency by providing customers with information, guidance, tools and support in their renewable energy development, energy efficiency and conservation efforts.

- Continue to identify methods to enhance energy efficiency in City of Chattahoochee facilities and operations and for customers by participating in joint-action initiatives offered by the Florida Municipal Power Agency (FMPA) and the Florida Municipal Electric Association (FMEA).
- Continue to pursue state and federal grant opportunities for energy efficiency and conservation activities.

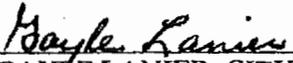
SECTION 2. The City hereby adopts the Application for Interconnection, the Tier 1 and Tier 2 Standard Interconnection Agreements and Net Metering Rate Schedule.

SECTION 3. All resolutions, or parts thereof, which may be determined to be in conflict herewith, are hereby repealed.

SECTION 4. This resolution shall take effect on May 1, 2010.

PASSED AND RESOLVED this 6TH day of APRIL, 2010, by the City Council of the City of Chattahoochee, Florida.

ATTEST:

  
\_\_\_\_\_  
GAYLE LANIER, CITY CLERK

  
\_\_\_\_\_  
PETE WHIDDON, MAYOR



## **CITY OF CHATTAHOOCHEE 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 Chattahoochee under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises and is primarily intended to offset part or all of customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
  - Tier 1 = 10 kW or less;
  - Tier 2 = greater than 10 kW and less than or equal to 100 kW;
3. Is interconnected and operates in parallel with the City of Chattahoochee's electric distribution system;
4. Provides the City of Chattahoochee with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation.

### **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 the City of Chattahoochee 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 City of Chattahoochee; and (2) excess energy (kWh) generated by Customer and delivered to the City of Chattahoochee's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the City of Chattahoochee.

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

Any meter or meters installed 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 the City of Chattahoochee.

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

- a) 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 the City of Chattahoochee 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 City of Chattahoochee system shall be deemed as "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to Customer by the City of Chattahoochee during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Chattahoochee in the form of a credit on the Customer's monthly energy consumption bill. Each billing cycle, Customer shall be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to the City of Chattahoochee's electric system during the previous billing cycle. The credit from the City of Chattahoochee shall be determined in accordance with wholesale avoided cost from Progress Energy.
- d) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding billing period, 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 the City of Chattahoochee to the Customer, at the City of Chattahoochee's wholesale avoided cost from Progress Energy.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid to the last address or forwarding address by check within 180 days of next billing cycle.
- f) Regardless of whether any excess energy is delivered to the City of Chattahoochee'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 the City of Chattahoochee 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 the City of Chattahoochee pursuant to this Schedule, from all participating City of Chattahoochee customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Chattahoochee'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 – IDENTIFY FEE - \$25.00 for Tier 1 customers.
- Tier 2 - IDENTIFY FEE - \$50.00 for Tier 2 customers.

**CITY OF CHATTAHOOCHEE  
APPLICATION FOR INTERCONNECTION OF  
CUSTOMER-OWNED RENEWABLE  
GENERATION SYSTEMS**

Circle One:

TIER 1 - 10 KW or Less

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

City of Chattahoochee customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with the City of Chattahoochee's electrical system are required to complete this application. When the completed application and fees are returned to the City of Chattahoochee, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Utility Department, 115 Lincoln Drive, Chattahoochee, Florida, or may be received via email by making a request to [citymgr@fairpoint.net](mailto:citymgr@fairpoint.net).

**1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

**2. RGS Facility Information**

Facility Location: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

RGS Manufacturer: \_\_\_\_\_

Manufacturer's 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 \$25.00 for Tier 1 and \$50.00 for Tier 2 installations.

**5. Required Documentation**

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Chattahoochee 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.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials and utility officials prior to its operation in parallel with the City of Chattahoochee system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount shown below naming (the City of Chattahoochee as an additional insured. Tier 1 - \$100,000 & Tier 2 - \$1,000,000.00

**Customer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name)

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

**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 the City of Chattahoochee (hereinafter called the "City of Chattahoochee"), a body politic. Customer and the City of Chattahoochee shall collectively be called the "Parties". The physical location where the interconnection is taking place: \_\_\_\_\_.

**WITNESSETH**

**Whereas**, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at 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**, the City of Chattahoochee operates an electric system serving the entire city limits]; and

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

**Whereas**, in order to promote the development of small customer-owned renewable generation, the City of Chattahoochee offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City of Chattahoochee's electric system and to allow the City of Chattahoochee customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and

**Whereas**, the City of Chattahoochee desires to provide interconnection of customer-owned renewable generation system under conditions which will insure the safety of the City of Chattahoochee 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:

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of Chattahoochee of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the

modifications at least 30 days prior to making the modifications. The term "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 the City of Chattahoochee 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. An 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 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS GPR must not exceed 90% of the City of Chattahoochee's 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.

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

4. The Customer shall fully comply with the City of Chattahoochee's current policy as those documents may be amended or revised by the City of Chattahoochee from time to time.

5. The Customer certifies that 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.

6. 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 the City of Chattahoochee, 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.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Chattahoochee. 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 the City of Chattahoochee.

8. Prior to commencing parallel operation with the City of Chattahoochee'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 City of Chattahoochee.

9. The Customer agrees to permit the City of Chattahoochee, 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. The City of Chattahoochee will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Chattahoochee 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 the City of Chattahoochee 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 the City of Chattahoochee'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 the City of Chattahoochee advising the City of Chattahoochee of the date and time at which Customer intends to place the system in service, and the City of Chattahoochee shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

11. If Customer adds another RGS 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 the City of Chattahoochee with sixty (60) days advance written notice of the addition.

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

13. The Customer is solely 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 the City of Chattahoochee'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 the City of Chattahoochee'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.

14. The Customer must install, at Customer's 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 the City of Chattahoochee's electric system, such that back feed from the customer-owned renewable generation system to the City of Chattahoochee'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 the City of Chattahoochee and capable of being locked in the open position with a City of Chattahoochee padlock. When locked and tagged in the open position by the City of Chattahoochee, this switch will be under the control of the City of Chattahoochee.

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

16. Once the City of Chattahoochee 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 City of Chattahoochee representative, the City of Chattahoochee will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. The City of Chattahoochee requires the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00)

18. The City of Chattahoochee 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 as determined by the type of metering equipment installed. 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 the City of Chattahoochee and metered to measure the energy delivered by the City of Chattahoochee to Customer, and also measure the

energy delivered by the Customer to the City of Chattahoochee. 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.

20. 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 the City of Chattahoochee 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.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Chattahoochee, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Chattahoochee inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Chattahoochee'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 13, 17, 19, 22 and 24 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.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Chattahoochee, 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. The City of Chattahoochee 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 the City of Chattahoochee'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. The City of Chattahoochee 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 City of Chattahoochee equipment, any part of the City of Chattahoochee's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on the City of Chattahoochee's utility system due to the operation of the Customer's generation or protective equipment as determined by the City of Chattahoochee.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City of Chattahoochee's other electric consumers caused by the Customer's generation as determined by the City of Chattahoochee

- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City of Chattahoochee.
- f. When the Customer fails to make any payments due to the City of Chattahoochee by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City of Chattahoochee 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 the City of Chattahoochee's electric supply system, notify the City of Chattahoochee that the isolation is complete, and coordinate with the City of Chattahoochee for return of the City of Chattahoochee's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Chattahoochee, 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 the City of Chattahoochee.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Chattahoochee's electrical distribution system, irrespective of any fault on the part of the City of Chattahoochee.
- 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.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Chattahoochee'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 the City of Chattahoochee 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.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City of Chattahoochee 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.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Chattahoochee's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Chattahoochee's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Chattahoochee 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 located in Gadsden County, Florida, and the City of Chattahoochee 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 the City of Chattahoochee's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Chattahoochee, including the City of Chattahoochee'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.

29. The City of Chattahoochee 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, the City of Chattahoochee and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City of Chattahoochee 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 the City of Chattahoochee pursuant to the City of Chattahoochee's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Chattahoochee customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Chattahoochee's electric system.

31. This Agreement is solely for the benefit of the City of Chattahoochee and Customer and no right or 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 the City of Chattahoochee 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 the City of Chattahoochee 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 the City of Chattahoochee of the sovereign immunity applicable to the City of Chattahoochee as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits that are derived from the energy generated by these systems. The Customer agrees that the City of Chattahoochee retains full rights and ownership to these credits.

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

**City of Chattahoochee:**

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

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

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_  
(Print Name)

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

Date: \_\_\_\_\_

City of Chattahoochee Account Number:  
\_\_\_\_\_