



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

FILED 10/14/2021
DOCUMENT NO. 12149-2021
FPSC - COMMISSION CLERK

VIA Electronic Filing

October 14, 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 Newberry, Florida – Revised Net-Metering Related Tariff Sheets

Dear Mr. Teitzman:

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

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

- a. First Revised Sheets Numbers 17.1.0- 17.1.2 – *Application for Interconnection of Customer-Owned Renewable Generation Systems;*
- b. First Revised Sheets Numbers 17.5.0-17.5.5 – *Tri-Party Net-Metering Power Purchase Agreement;*
- c. First Revised Sheet Numbers 17.2.0-17.2.8 – *Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation;*
- d. First Revised Sheet Numbers 17.3.0-17.3.8 – *Tier 2 – Standard Interconnection Agreement Customer-Owned Renewable Generation;* and,
- e. First Revised Sheet Numbers 17.4.0-17.4.8 – *Tier 3 – Standard Interconnection Agreement Customer-Owned Renewable Generation (Canceled and Reserved for Future Use).*

The changes were made in accordance with the City of Newberry's updated Net Metering tariff rate sheets approved by the PSC on June 24, 2021 and effective as of January 1, 2020.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

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

TIER 1 – Ten (10) kW or Less

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

~~TIER 3 – Greater than 100 kW and Less Than or Equal to 2 MW~~

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net metering customers located in the City of Newberry service area. Please refer to the City of Newberry’s Net Metering Rate Schedule.

City of Newberry electric customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Newberry system are required to complete this application. When the completed application and fees are returned to the City of Newberry, the process of completing the appropriate Tier 1, or Tier 2 ~~or Tier 3~~ Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at the City of Newberry Office at Newberry City Hall located at 25440 W. Newberry Rd.; Newberry, Florida 32669, or may be requested from the City of Newberry Utilities office at: blaine.suggsjamie.jones@ci.newberry.fl.us Newberry.FL.gov.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

City of Newberry Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

City of Newberry Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer’s Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued to Sheet No. 17.1.1)

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 City of Newberry 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 \$320 for Tier 2 and ~~\$470 for Tier 3 installations.~~ There is no application fee for Tier 1 installations.

~~5. Interconnection Study Fee~~

~~For Tier 3 installations, a deposit in the amount of \$2,500 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The Customer will be responsible for actual costs of the study, not to exceed \$2,500. Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.~~

6. Required Documentation

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

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (~~2003~~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 (~~2005~~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 City of Newberry Utility system to ensure compliance with applicable local codes.

(Continued to Sheet No. 17.1.2)

C. Tier 1 – Systems with a gross power rating of 10 kW or less shall not be required to provide proof of insurance. However, it is highly recommended that such customers carry an appropriate level of such insurance.

~~Tier 2 - Proof of insurance in the amount of:~~Systems with a gross power rating of more than 10 kW, but not more than 100 kW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$1,000,000/\$1,000,000. Such insurance proof shall name the City as the Certificate Holder and be provided to the City prior to interconnection and at least annually thereafter.

~~Tier 1 – \$100,000.00~~
~~Tier 2 – \$1,000,000.00~~
~~Tier 3 – \$2,000,000.00~~

Customer

By: _____ Date: _____
(Print Name)

(Signature)

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

TIER 1 - Ten (10) kW or Less

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

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net metering customers located in the City of Newberry service area. Please refer to the City of Newberry’s Net Metering Rate Schedule.

City of Newberry electric customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Newberry system are required to complete this application. When the completed application and fees are returned to the City of Newberry, 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 at the City of Newberry Office at Newberry City Hall located at 25440 W. Newberry Rd., Newberry, Florida 32669, or may be requested from the City of Newberry Utilities office at: JJones@NewberryFL.gov.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

City of Newberry Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

City of Newberry Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer’s Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued to Sheet No. 17.1.1)

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 City of Newberry 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 \$320 for Tier 2 and there is no application fee for Tier 1 installations.

5. Required Documentation

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

(Continued to Sheet No. 17.1.2)

- C. Tier 1 – Systems with a gross power rating of 10 kW or less shall not be required to provide proof of insurance. However, it is highly recommended that such customers carry an appropriate level of such insurance.

Tier 2 - Systems with a gross power rating of more than 10 kW, but not more than 100 kW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$1,000,000/\$1,000,000. Such insurance proof shall name the City as the Certificate Holder and be provided to the City prior to interconnection and at least annually thereafter.

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), City of Newberry, FL, a body politic (hereinafter "~~City of Newberry Utility~~"), and _____, a retail electric customer of City of Newberry (hereinafter "Customer") the owner or lessee of a renewable generation system located within Utility's service territory (hereinafter "RGS Owner").

Section 1. Recitals

1.01. ~~City of Newberry Utility~~ and ~~Customer~~RGS Owner have executed ~~City of Newberry Energy Services' Utility's~~ Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which ~~City of Newberry Utility~~ has agreed to permit interconnection of ~~Customer's RGS Owner's~~ renewable generation to ~~City of Newberry Utility's~~ electric system at ~~Customer's presently metered location, (Address)~~ _____ (hereinafter "Premises"), and ~~Customer RGS Owner~~ has agreed to deliver excess electric energy generated by ~~Customer's RGS Owner's R~~renewable ~~G~~generation ~~S~~system to ~~City of Newberry's Utility's~~ distribution system;

1.02. ~~City of Newberry Utility~~ and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which ~~City of Starke Utility~~ has agreed to purchase and receive, and FMPA has agreed to sell and supply ~~City of Starke Utility~~ with all energy and capacity necessary to operate ~~City of Newberry's Utility's electric~~ system, which limits ~~City of Newberry Utility's~~ ability to directly purchase excess energy from customer-owned renewable generation.

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

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

Section 2. Interconnection

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

2.01. ~~Customer~~RGS Owner shall not begin parallel operations with ~~City of Newberry Utility's~~ distribution system until ~~Customer~~RGS Owner has executed ~~City of Newberry Utility's~~ Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. ~~City of Newberry requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards.~~ ~~City of Newberry Utility~~ shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation, as it relates to the affect of the RGS on City of Newberry's distribution system.

(Continued on Sheet No. 17.5.1)

2.02 The term “customer-owned renewable generation” means an electric generating system located on a RGS Owner’s premises that is primarily intended to offset part or all of the RGS Owner’s electricity requirements with renewable energy. The term “customer-owned renewable generation” does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where Utility’s customer is the tenant occupying or using the premises.

Section 3. Metering

3.01 In accordance with ~~City of Newberry Utility~~’s Standard Interconnection Agreement for Customer-Owned Renewable Generation, ~~City of Newberry Utility~~ shall install metering equipment at the ~~point of delivery~~ Premises capable of recording two separate meter readings: (1) the flow of electricity from ~~City of Newberry Utility~~ to the ~~Customer~~ Premises, and (2) the flow of excess electricity from the ~~Customer~~ Premises to ~~City of Newberry Utility~~. ~~City of Newberry Utility~~ shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for ~~Customer’s own load and shall~~to offset ~~customer’s~~ the demand for ~~City of Newberry Utility~~’s electricity. All electric power and energy delivered by ~~City of Newberry Utility~~ to ~~Customer~~ Premises shall be received and paid ~~for by Customer to City of Newberry~~ pursuant to the terms, ~~conditions~~ conditions, and rates of the ~~City of Newberry Utility~~’s otherwise applicable rate ~~schedule~~ to the Premises at the time of delivery.

4.02. Excess customer-owned renewable generation shall be delivered to the ~~City of Newberry Utility’s electric~~ distribution system. For purposes of this Agreement, the term “excess customer-owned renewable generation” means any ~~kw~~ Wh of electrical energy produced by the customer-owned renewable generation system that is not consumed ~~by Customer~~ at the Premises and is delivered to ~~City of Newberry Utility’s electric~~ distribution system. FMPA agrees to purchase and receive, and ~~Customer~~ RGS Owner agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A to this Agreement. Excess customer-owned renewable generation shall be purchased in the form of a credit on ~~Customer’s~~ the monthly energy consumption bill from ~~City of Newberry Utility~~ for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for ~~Customer’s~~ energy consumption at the Premises in any corresponding month, then the excess credit shall be applied to the subsequent month’s bill.

Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset ~~Customer's~~ energy consumption ~~bill at the Premises~~ for a period of not more than twelve (12) months. ~~At the end of each calendar year, any unused excess energy credits shall be paid by City of Newberry to the Customer in accordance with the City of Newberry Net Metering Service Rate Schedule.~~

(Continued on Sheet No. 17.5.2)

4.04. FMPA and ~~City of Newberry Utility~~ shall not be required to purchase or receive excess customer-owned renewable generation, and may require ~~Customer~~RGS Owner to interrupt or reduce production of customer-owned renewable generation when, (a) ~~when~~ necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any ~~City of Newberry Utility~~ equipment or part of the ~~City of Newberry Utility electric~~ system; or (b) if either FMPA or ~~City of Newberry Utility~~ determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

~~4.05. Customer acknowledges that its provision of electricity to City of Newberry hereunder is on a first offered, first accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City of Newberry pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City of Newberry customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on City of Newberry's System.~~

Section 5. Renewable Energy Credits

5.01. ~~Customer~~RGS Owner shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to ~~City of Newberry Utility's electric~~ distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the ~~Customer~~RGS Owner for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the ~~Customer~~RGS Owner, unless determined otherwise during negotiations for the sale of the ~~Customer~~RGS Owner's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all ~~Parties, and~~Parties and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by ~~City of Newberry Utility~~ to ~~Customer~~Premises; or (b) failure by

(Continued on Sheet No. 17.5.3)

~~Customer~~RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, -or City of Newberry's or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03. This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility and RGS Owner for the net metering of customer-owned renewable generation at the Premises.

(Continued to Sheet No. 17.5.3)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

~~7.02 Amendment. It is understood and agreed that FMPA and City of Newberry's reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and City of Newberry may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and City of Newberry will give Customer as much notice as reasonably possible under the circumstances.~~

7.03~~2~~. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, ~~Customer~~ RGS Owner shall defend, indemnify, and hold harmless FMPA and ~~City of Newberry~~ Utility, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the ~~Customer~~ RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04~~3~~. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Alachua County, Florida, or the United States District Court sitting in Alachua County, Florida, as appropriate.

7.0~~5~~4. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.0~~6~~5. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(Continued on Sheet No. 17.5.4)

City of Newberry, Florida
(Continued from Sheet No. 17.5.3)

~~Original~~First Revised Sheet No. 17.5.4
Canceling Original Sheet No. 17.5.4

7.076. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, ~~City of Newberry Utility~~, and ~~Customer RGS Owner~~ 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 FMPA, ~~City of Newberry Utility~~, or ~~Customer RGS Owner~~, 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 FMPA, ~~City of Newberry Utility~~, and ~~Customer RGS Owner~~ 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 either FMPA or City of Newberry of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.~~

IN WITNESS WHEREOF, ~~Customer RGS Owner~~ and ~~City of Newberry Utility~~ have executed this Agreement the day and year first above written.

City of Newberry Utility

By: _____
Title: _____
Date: _____

Florida Municipal Power Agency

By: _____
Title: _____
Date: _____

Customer RGS Owner

By: _____
(Print Name)

Date: _____

(Signature)

~~Customer's City of Newberry Account Number:~~ _____

(RGS Owner Account Number – If Applicable)

(Continued on Sheet No. 17.5.5)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

**Tri-Party Net-Metering Power Purchase Agreement
Schedule A**

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay ~~City of Newberry Utility~~ for the excess kWWh energy delivered by customer-owned renewable generation to ~~City of Newberry Utility's~~ system. Every month, ~~City of Newberry Utility~~ shall determine the total kWWh of customer-owned renewable generation that is delivered ~~to City of Newberry's to Utility's system, and system and~~ shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to ~~City of Newberry Utility~~ in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWWh of excess customer-owned renewable generation

Quarterly Energy Rate = Three (3) month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, ~~August~~ July 1, ~~November~~ October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase ~~City of Newberry Utility's~~ kWWh billing amount by the same kWWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto ~~City of Newberry Utility's~~ system has been purchased by ~~FMPA, but FMPA but~~ will remain on ~~City of Newberry Utility's~~ system and be used by ~~City of Newberry Utility~~ to meet its other customers' electric needs. As a result, ~~City of Newberry Utility's~~ monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to ~~City of Newberry Utility~~.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the ~~Customer~~ RGS Owner's following month's energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, ~~City of Newberry Utility~~ shall pay the ~~Customer~~ RGS Owner for any unused excess energy credits in accordance with the ~~City of Newberry Utility's~~ Net-Metering Service Rate Schedule.

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (the “Agreement”) is entered into this _____ day of _____, 20____, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter “FMPA”), City of Newberry, FL, a body politic (hereinafter “Utility”), and the owner or lessee of a renewable generation system located within Utility’s service territory (hereinafter “RGS Owner”).

Section 1. Recitals

1.01. Utility and RGS Owner have executed Utility’s Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which Utility has agreed to permit interconnection of RGS Owner’s renewable generation to Utility’s electric system at (Address) _____ (hereinafter “Premises”), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner’s renewable generation system to Utility’s distribution system;

1.02. Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the “ARP Contract”) pursuant to which Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply Utility with all energy and capacity necessary to operate Utility’s electric system, which limits Utility’s ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting Utility to allow its customers to interconnect with Utility’s system and to allow Utility customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation interconnected to City of Newberry’s system.

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

Section 2. Interconnection

2.01. RGS Owner shall not begin parallel operations with Utility’s distribution system until RGS Owner has executed Utility’s Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

(Continued on Sheet No. 17.5.1)

2.02 The term “customer-owned renewable generation” means an electric generating system located on a RGS Owner’s premises that is primarily intended to offset part or all of the RGS Owner’s electricity requirements with renewable energy. The term “customer-owned renewable generation” does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where Utility’s customer is the tenant occupying or using the premises.

Section 3. Metering

3.01 In accordance with Utility’s Standard Interconnection Agreement for Customer-Owned Renewable Generation, Utility shall install metering equipment at the Premises capable of recording two separate meter readings: (1) the flow of electricity from Utility to the Premises, and (2) the flow of excess electricity from the Premises to Utility. Utility shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for to offset the demand for Utility’s electricity. All electric power and energy delivered by Utility to Premises shall be received and paid pursuant to the terms, conditions, and rates of the Utility’s otherwise applicable rate to the Premises at the time of delivery.

4.02. Excess customer-owned renewable generation shall be delivered to the Utility’s electric distribution system. For purposes of this Agreement, the term “excess customer-owned renewable generation” means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed at the Premises and is delivered to Utility’s electric distribution system. FMPA agrees to purchase and receive, and RGS Owner agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A to this Agreement. Excess customer-owned renewable generation shall be purchased in the form of a credit on the monthly energy consumption bill from Utility for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises in any corresponding month, then the excess credit shall be applied to the subsequent month’s bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset energy consumption at the Premises for a period of not more than twelve (12) months.

(Continued on Sheet No. 17.5.2)

4.04. FMPA and Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require RGS Owner to interrupt or reduce production of customer-owned renewable generation when, (a) necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any Utility equipment or part of the Utility electric system, or (b) if either FMPA or Utility determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

Section 5. Renewable Energy Credits

5.01. RGS Owner shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to Utility's electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the RGS Owner for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the RGS Owner, unless determined otherwise during negotiations for the sale of the RGS Owner's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; or (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03. This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility and RGS Owner for the net metering of customer-owned renewable generation at the Premises.

(Continued on Sheet No. 17.5.3)

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, RGS Owner shall defend, indemnify, and hold harmless FMPA and Utility, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.03. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Alachua County, Florida, or the United States District Court sitting in Alachua County, Florida, as appropriate.

7.04. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.05. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(Continued on Sheet No. 17.5.4)

7.06. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, Utility, and RGS Owner 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 FMPA, Utility, or RGS Owner, 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 FMPA, Utility, and RGS Owner and their respective representatives, successors, and assigns.

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

Utility

By: _____
Title: _____
Date: _____

Florida Municipal Power Agency

By: _____
Title: _____
Date: _____

RGS Owner

By: _____
(Print Name)

(Signature)

Date: _____

(RGS Owner Account Number – If Applicable)

(Continued on Sheet No. 17.5.5)

**Tri-Party Net-Metering Power Purchase Agreement
Schedule A**

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay Utility for the excess kWh energy delivered by customer-owned renewable generation to Utility's system. Every month, Utility shall determine the total kWh of customer-owned renewable generation that is delivered to Utility's system and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to Utility in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = Three (3) month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase Utility's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto Utility's system has been purchased by FMPA but will remain on Utility's system and be used by Utility to meet its other customers' electric needs. As a result, Utility's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to Utility.

II. Payment for Unused Excess Energy Credits

- a) Monthly excess energy credits shall accumulate and be used to offset the RGS Owner's following month's energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, Utility shall pay the RGS Owner for any unused excess energy credits in accordance with the Utility's Net Metering Service Rate Schedule.

**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~~RGS Owner"), located at _____ in _____, Florida, and City of Newberry, FL (hereinafter called ~~CITY OF NEWBERRY~~"Utility"), a body politic. ~~Customer~~RGS Owner and ~~City of Newberry~~Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place (hereinafter called "Premises"): _____.

WITNESSETH

Whereas, a Tier 1 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~~RGS Owner's current electric requirements; and,

Whereas, ~~City of Newberry~~Utility operates an electric system serving the ~~city of Newberry~~entire service area of the City of Newberry; and

Whereas, ~~Customer~~RGS Owner has made a written Application for Interconnection to the ~~City of Newberry~~Utility, a copy being attached hereto, to interconnect its RGS with ~~City of Newberry~~Utility's electrical supply grid at the ~~location~~Premises ~~identified~~identified above; and

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

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

Whereas, ~~City of Newberry Utility~~ desires to provide interconnection of a RGS under conditions which will ~~insure~~ensure the safety of ~~City of Newberry~~the Utility's customers and employees, ~~reliability~~reliability, and integrity of its distribution ~~system~~system.

(Continued to Sheet No. 17.2.1)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

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

1. The ~~Customer~~RGS Owner shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and ~~City of Newberry~~the Utility.

~~2.~~2. “Gross power rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with ~~City of Newberry~~Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the ~~Customer~~RGS Owner’s responsibility to notify ~~City of Newberry~~the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ~~10 kw~~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~~RGS Owner. In no case does the Tier 1,~~or~~ Tier 2 ~~or Tier 3~~ agreement cover increases in GPR above ~~2 megawatts (MW)~~100 kilowatts (100 kW).

4. The RGS GPR must not exceed 90 percent (90%) of the ~~Customer~~RGS Owner’s ~~City of Newberry~~utility distribution service rating at the ~~Customer~~RGS Owner’s ~~location~~Premises. If the GPR does exceed the 90 percent (90%) limit, the ~~Customer~~RGS Owner shall be responsible ~~to pay the cost~~for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.

5. The ~~Customer~~RGS Owner shall not be required to pay any special fees due solely to the installation of the RGS.

6. The ~~Customer~~RGS Owner shall fully comply with ~~City of Newberry~~the Utility’s Design Standards following NEC standards as those documents may be amended or revised by ~~City of Newberry~~the Utility from time to time.

7. The ~~Customer~~RGS Owner certifies that its installation, its ~~operation~~operation, and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (~~2003~~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;

(Continued to Sheet No. 17.2.2)

- c. UL-1741 (~~2005~~2010) Inverters, Converters, ~~Controllers~~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~~operation, and maintenance instructions.

8. The ~~Customer-RGS Owner~~ is not precluded from contracting for the lease, ~~operation~~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-RGS Owner~~ shall not enter into any lease agreement that results in the retail purchase of electricity₂, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that ~~Customer-RGS Owner~~ is determined to have engaged in the retail purchase of electricity from a party other ~~than City of Newberry~~than Utility, then ~~Customer-RGS Owner~~ shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The ~~Customer-RGS Owner~~ shall provide a copy of the manufacturer's installation, ~~operation~~operation, and maintenance instructions to ~~City of Newberry~~Utility. If the RGS is leased to the ~~Customer-RGS Owner~~ 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 Newberry~~to the Utility.

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

11. The ~~Customer-RGS Owner~~ agrees to permit ~~City of Newberry~~Utility, 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. ~~City of Newberry~~Utility will provide ~~Customer-RGS Owner~~ with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when ~~City of Newberry~~the Utility 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-RGS Owner~~ agrees to provide ~~City of Newberry~~the Utility access to the ~~Customer-RGS Owner's~~ premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to ~~meet City of Newberry's~~meet Utility'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-RGS Owner~~ shall provide written notification to ~~City of Newberry~~Utility advising of the date and time at

which ~~Customer~~RGS Owner intends to place the system in service, and ~~City of Newberry Utility~~ shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 17.2.3)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

12. ~~Customer-RGS Owner~~ certifies that the RGS equipment includes a ~~City of NewberryUtility-~~interactive inverter or interconnection system equipment that ceases to interconnect with the ~~City of Newberry-Utility's~~ system upon a loss of ~~City of Newberry-Utility~~ electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If ~~Customer-RGS Owner~~ adds another RGS which (i) utilizes the same ~~City of NewberryUtility-~~interactive inverter for both systems, or (ii) utilizes a separate ~~City of NewberryUtility-~~interactive inverter for each system, then ~~Customer-RGS Owner~~ shall provide ~~City of Newberry-Utility~~ with sixty (60) days advance written notice of the addition.

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

15. The ~~CustomerRGS Owner~~ 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 ~~City of Newberrythe Utility's~~ system in delivering and restoring system power. ~~CustomerRGS Owner~~ agrees that any damage to any of its property, including, without limitation, all ~~componentscomponents~~, and related accessories of its RGS system, due to the normal or abnormal operation of ~~City of Newberrythe Utility's~~ system, is at ~~CustomerRGS Owner's~~ sole risk and expense. ~~CustomerRGS Owner~~ is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The ~~CustomerRGS Owner~~ must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any ~~CustomerRGS Owner~~ wiring connected to ~~City of Newberrythe Utility~~ system, such that back feed from the customer-owned renewable generation system to ~~City of Newberrythe Utility's~~ 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 ~~City of Newberrythe Utility~~ and capable of being locked in the open position with a ~~City of NewberryUtility~~ padlock. When locked and tagged in the open position by ~~City of NewberryUtility~~, this switch will be under the control of ~~City of NewberryUtility~~.

(Continued on Sheet No. 17.2.4)

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

18. Once ~~City of Newberry~~Utility has received ~~Customer~~RGS Owner'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 Newberry~~Utility representative, ~~City of Newberry~~Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. ~~City of Newberry~~Although not required, Utility requires highly recommends the ~~Customer~~RGS Owner ~~to provide and~~ maintain appropriate general liability insurance for personal injury and property damage, ~~in the amount of not less than one hundred thousand dollars (\$100,000.00).~~

20. ~~City of Newberry~~Utility will furnish, install, ~~own~~own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kwWh) of energy. The ~~Customer~~RGS Owner's service associated with the RGS will be metered to measure the energy delivered by ~~City of Newberry~~the Utility to ~~Customer~~the RGS Owner, and also measure the energy delivered by ~~Customer~~RGS Owner to ~~City of Newberry~~Utility. ~~Customer~~RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The ~~Customer~~RGS Owner 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~~RGS Owner to ~~City of Newberry~~the Utility.

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

22. The ~~Customer~~RGS Owner must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, ~~bonded~~bonded, and insured contractor to design and install the generating system. The ~~Customer~~RGS Owner agrees to provide ~~City of Newberry~~the Utility with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~City of Newberry~~the Utility, relieve the ~~Customer~~RGS Owner of exclusive responsibility for the

~~Customer~~RGS Owner's system. Specifically, any ~~City of Newberry~~Utility 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

(Continued to Sheet No. 17.2.5)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

as to the safety, reliability, or durability of the RGS. ~~City of NewberryUtility~~'s inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, ~~CustomerRGS Owner~~ shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, ~~City of Newberrythe Utility~~, at its sole and absolute discretion, may isolate the ~~CustomerRGS Owner~~'s system from the distribution grid by whatever means necessary, without prior notice to the ~~CustomerRGS Owner~~. 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 ~~ceaseto cease~~ to exist. ~~City of NewberryThe Utility~~ shall have no obligation to compensate the ~~CustomerRGS Owner~~ for any loss of energy during any and all periods when ~~CustomerRGS Owner~~'s system is operating at reduced capacity or is disconnected from ~~City of NewberryUtility~~'s electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the ~~CustomerRGS Owner~~'s system include, but are not limited to, the following:

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

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

(Continued to Sheet No. 17.2.6)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, ~~Customer~~RGS Owner shall indemnify, defend and hold harmless ~~City of Newberry~~Utility, 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~~RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of ~~Customer's~~sits generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~City of Newberry of~~Utility.
- b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generating system ~~to, City of Newberry's~~to Utility's electrical distribution system, irrespective of any fault on the part of ~~City of Newberry of~~Utility.
- c. The performance or nonperformance of ~~Customer's~~RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of ~~Customer's~~of Utility's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

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

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~City of Newberry~~Utility and ~~Customer~~RGS Owner with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between the 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~~noticeddays' notice of its intent to terminate this Agreement.

(Continued to Sheet No. 17.2.7)

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

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

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

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

(Continued to Sheet No. 17.2.8)

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

33. This Agreement is solely for the benefit of ~~City of Newberry~~Utility and ~~Customer~~RGS Owner 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 Newberry~~Utility or ~~Customer~~RGS Owner, 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 Newberry~~the Utility and ~~Customer~~RGS Owner and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by ~~City of Newberry~~the Utility of the sovereign immunity applicable to ~~City of Newberry~~the Utility as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, ~~Customer~~RGS Owner and ~~City of Newberry~~Utility have executed this Agreement the day and year first above written.

~~City of Newberry~~Utility:

~~Customer~~RGS Owner:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

~~City of Newberry~~Utility Account Number:

**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 "**RGS Owner**"), located at _____ in _____, Florida, and City of Newberry, FL (hereinafter called "**Utility**"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place (hereinafter called "**Premises**"): _____.

WITNESSETH

Whereas, a Tier 1 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 RGS Owner's current electric requirements; and,

Whereas, Utility operates an electric system serving the entire service area of the City of Newberry; and

Whereas, RGS Owner has made a written Application for Interconnection to the Utility, a copy being attached hereto, to interconnect its RGS with Utility's electrical supply grid at the Premises identified above; and

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

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

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

(Continued to Sheet No. 17.2.1)

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

1. The RGS Owner shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the Utility.
2. “Gross power rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the RGS Owner’s responsibility to notify the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10-kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the RGS Owner. In no case does the Tier 1 or Tier 2 agreement cover increases in GPR above 100 kilowatts (100 kW).
4. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner’s utility distribution service rating at the RGS Owner’s Premises. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The RGS Owner shall not be required to pay any special fees due solely to the installation of the RGS.
6. The RGS Owner shall fully comply with the Utility’s Design Standards following NEC standards as those documents may be amended or revised by the Utility from time to time.
7. The RGS Owner 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;

(Continued to Sheet No. 17.2.2)

- c. UL-1741 (2010) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation, and maintenance instructions.
8. The RGS Owner 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. RGS Owner 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 RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.
9. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.
10. Prior to commencing parallel operation with Utility's electric system, RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. RGS Owner shall provide a copy of this inspection and approval to Utility.
11. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the Utility 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, RGS Owner agrees to provide the Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to Utility advising of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 17.2.3)

12. RGS Owner certifies that the RGS equipment includes a Utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility's system upon a loss of Utility electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

15. The RGS Owner 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 Utility's system in delivering and restoring system power. RGS Owner 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 Utility's system, is at RGS Owner's sole risk and expense. RGS Owner is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The RGS Owner must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any RGS Owner wiring connected to the Utility system, such that back feed from the customer-owned renewable generation system to the Utility's 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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility.

(Continued on Sheet No. 17.2.4)

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

18. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. Although not required, Utility highly recommends the RGS Owner provide and maintain appropriate general liability insurance for personal injury and property damage.

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

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

22. The RGS Owner 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 RGS Owner agrees to provide the Utility with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by the Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility 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

(Continued to Sheet No. 17.2.5)

as to the safety, reliability, or durability of the RGS. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

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

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

(Continued to Sheet No. 17.2.6)

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of its generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of Utility.
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to Utility's electrical distribution system, irrespective of any fault on the part of Utility.
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of Utility's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

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

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between the 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.

(Continued to Sheet No. 17.2.7)

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

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

31. Utility and RGS Owner 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 Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

(Continued to Sheet No. 17.2.8)

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

33. This Agreement is solely for the benefit of Utility and RGS Owner 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 Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to the Utility as established by Florida Statutes, 768.28.

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

Utility:

RGS Owner:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Utility Account Number:

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

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

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 ten 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 **CustomerRGS Owner's** current electric requirements; and

Whereas, **City of Newberry the Utility** operates an electric system serving the entire service area of the City of Newberry; and

Whereas, **CustomerRGS Owner** has made a written Application to **City of Newberry the Utility** a copy being attached hereto, to interconnect its RGS with **City of Newberry the Utility's** electrical supply grid at the ~~location~~Premises identified above; and

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

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

Whereas, ~~City of Newberry Utility~~ desires to provide interconnection of a RGS under conditions which will ~~insure~~ensure the safety of ~~City of Newberry~~the Utility's customer RGS Owners and employees, ~~reliability~~reliability, and integrity of its distribution system;

(Continued to Sheet No. 17.3.1)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

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

1. The ~~Customer~~RGS Owner shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and ~~City of Newberry~~the Utility.

~~2.~~ 2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site ~~customer~~RGS Owner-owned renewable generation system that will be interconnected to and operate in parallel with ~~City of Newberry~~Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the ~~Customer~~RGS Owner's responsibility to notify ~~City of Newberry~~the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the ~~two-megawatt (2 MW)~~100-kilowatt (100kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the ~~Customer~~RGS Owner's ~~City of Newberry~~utility distribution service rating at the ~~Customer~~RGS Owner's location. If the GPR does exceed the 90 percent (90%) limit, the ~~Customer~~RGS Owner shall be responsible ~~to pay the cost for paying the cost~~ of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.

5. The ~~Customer~~RGS Owner shall be required to pay a non-refundable application fee of \$320.00 for the review and processing of the application.

6. The ~~Customer~~RGS Owner shall fully comply with ~~City of Newberry~~the Utility's Design Standards following NEC standards as those documents may be amended or revised by ~~City of Newberry~~the Utility from time to time.

7. The ~~Customer~~RGS Owner certifies that its installation, its ~~operation~~operation, and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (~~2003~~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 (~~2005~~2010) Inverters, Converters, ~~Controllers~~Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources;

(Continued to Sheet No. 17.3.2)

- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, ~~operation~~operation, and maintenance instructions.

8. The ~~Customer~~RGS Owner is not precluded from contracting for the lease, ~~operation~~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~~RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the ~~customer~~RGS Owner-owned renewable generation. Notwithstanding this restriction, in the event that ~~Customer~~the RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than ~~City of Newberry~~the Utility, then ~~Customer~~RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The ~~Customer~~RGS Owner shall provide a copy of the manufacturer's installation, ~~operation~~operation, and maintenance instructions to ~~City of Newberry~~Utility. If the RGS is leased to the ~~Customer~~RGS Owner 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 Newberry~~the Utility.

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

11. The ~~Customer~~RGS Owner agrees to permit, 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. ~~City of Newberry~~Utility will provide ~~Customer~~RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when ~~City of Newberry~~the Utility 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~~RGS Owner agrees to provide ~~City of Newberry~~the Utility access to the ~~Customer~~RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet ~~City of Newberry~~the Utility's legal obligation to provide service to its ~~customer~~RGS Owners. At least ten (10) business days prior to initially placing the ~~customer~~RGS Owner-owned renewable generation system in service, ~~Customer~~RGS Owner shall provide written notification to ~~City of Newberry~~Utility advising ~~City of Newberry~~Utility of the date and time at which ~~Customer~~RGS Owner intends to place the system in service, and ~~City of Newberry~~Utility shall have the right to

have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 17.3.3)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

12. ~~Customer~~RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the ~~City of Newberry Utility's~~ system upon a loss of ~~City of Newberry Utility~~ power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If ~~Customer~~RGS Owner 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~~RGS Owner shall provide ~~City of Newberry Utility~~ with sixty (60) days advance written notice of the addition.

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

15. The ~~Customer~~RGS Owner 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 ~~City of Newberry Utility's~~ electric system in delivering and restoring system power. ~~Customer~~RGS Owner 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 ~~City of Newberry Utility's~~ electric system, is at ~~Customer~~RGS Owner's sole risk and expense. ~~Customer~~RGS Owner is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The ~~Customer~~RGS Owner must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the ~~customer~~RGS Owner-owned renewable generation system and any ~~Customer~~RGS Owner wiring connected to ~~City of Newberry Utility's~~ electric system such that back feed from the customer-owned renewable generation system to ~~City of Newberry Utility'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 ~~City of Newberry the Utility~~ and capable of being locked in the open

position with a ~~City of Newberry~~Utility padlock. When locked and tagged in the open position by ~~City of Newberry~~Utility, this switch will be under the control of ~~City of Newberry~~Utility.

(Continued to Sheet No. 17.3.4)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

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

18. Once City of Newberry Utility has received Customer RGS Owner'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 Newberry Utility representative, City of Newberry Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. City of Newberry Utility requires the Customer RGS Owner of a system with a gross power rating of more than 10 kW to ~~maintain~~provide proof of continuous general liability insurance ~~for covering~~ personal injury and property damage ~~in the amount of coverage limits of~~ not less than one million dollars (~~\$1,000,000.00~~)/\$1,000,000. Such insurance proof shall name the Utility as the Certificate Holder and be provided to the Utility prior to interconnection and at least annually thereafter.

20. City of Newberry Utility will furnish, install, ~~own~~own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kW~~h~~Wh) of energy. The Customer RGS Owner's service associated with the RGS will be metered to measure the energy delivered by City of Newberry Utility to Customer RGS Owner, and also measure the energy delivered by Customer RGS Owner to City of Newberry Utility. Customer RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer RGS Owner 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 RGS Owner to City of Newberry Utility.

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

22. The Customer RGS Owner must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, ~~bonded~~bonded, and insured contractor to design and install the generating system. The Customer RGS Owner agrees to provide City of Newberry Utility with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~City of Newberry Utility~~, relieve the ~~Customer~~RGS Owner of exclusive responsibility for the ~~Customer~~RGS Owner's system. Specifically, any ~~City of Newberry Utility~~ 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

(Continued to Sheet No. 17.3.5)

guarantee as to the safety, reliability, or durability of the RGS. ~~City of Newberry Utility's~~ inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, ~~CustomerRGS Owner~~ shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, ~~City of Newberry Utility~~, at its sole and absolute discretion, may isolate the ~~CustomerRGS Owner's~~ system from the distribution grid by whatever means necessary, without prior notice to the ~~CustomerRGS Owner~~. 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. ~~City of Newberry Utility~~ shall have no obligation to compensate the ~~CustomerRGS Owner~~ for any loss of energy during any and all periods when ~~CustomerRGS Owner's~~ RGS is operating at reduced capacity or is disconnected from ~~City of Newberry Utility's~~ electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the ~~CustomerRGS Owner's~~ system include, but are not limited to, the following:

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

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, ~~Customer~~RGS Owner shall indemnify, ~~defend~~defend, and hold harmless ~~City of Newberry~~the Utility, any and all of their

(Continued to Sheet No. 17.3.6)

Issued by: ~~Blaine Suggs~~Jamie Jones Effective: ~~September 1, 2009~~January 1, 2020
~~Public Works Director~~Assistant City Manager

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~~indirect, or consequential, related to, arising from, or in any way connected with:

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

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

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

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, ~~rules~~rules, and regulations of the State of Florida and ~~City of Newberry~~the Utility's ~~T~~ariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to ~~City of Newberry~~Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer~~RGS Owner and ~~City of Newberry~~Utility agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in

(Continued on Sheet No. 17.3.7)

the state court of competent jurisdiction located in Alachua County, Florida, and City of Newberry and the ~~Customer~~RGS Owner irrevocably submits 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 ~~customer~~RGS Owners of ~~City of Newberry Utility~~'s electrical distribution system.

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

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

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

(Continued to Sheet No. 17.3.8)

33. This Agreement is solely for the benefit of City of Newberry Utility and Customer RGS Owner 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 Newberry Utility or Customer RGS Owner, 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 Newberry Utility and Customer RGS Owner and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Newberry Utility of the sovereign immunity applicable to City of Newberry Utility as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, Customer RGS Owner and City of Newberry Utility have executed this Agreement the day and year first above written.

City of Newberry Utility:

Customer RGS Owner:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Newberry Utility Account Number:

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

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

_____.

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 ten 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 RGS Owner’s current electric requirements; and

Whereas, the Utility operates an electric system serving the entire service area of the City of Newberry; and

Whereas, RGS Owner has made a written Application to the Utility, a copy being attached hereto, to interconnect its RGS with the Utility’s electrical supply grid at the Premises identified above; and

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

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

Whereas, Utility desires to provide interconnection of a RGS under conditions which will ensure the safety of the Utility’s RGS Owners and employees, reliability, and integrity of its distribution system,

(Continued to Sheet No. 17.3.1)

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

1. The RGS Owner shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and Utility.
2. “Gross power rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site RGS Owner-owned renewable generation system that will be interconnected to and operate in parallel with Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the RGS Owner’s responsibility to notify the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100-kilowatt (100-kW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner’s utility distribution service rating at the RGS Owner’s location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The RGS Owner shall be required to pay a non-refundable application fee of \$320.00 for the review and processing of the application.
6. The RGS Owner shall fully comply with the Utility’s Design Standards following NEC standards as those documents may be amended or revised by the Utility from time to time.
7. The RGS Owner 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;

(Continued to Sheet No. 17.3.2)

- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation, and maintenance instructions.
8. The RGS Owner 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. RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the RGS Owner-owned renewable generation. Notwithstanding this restriction, in the event that the RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than the Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.
9. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.
10. Prior to commencing parallel operation with Utility's electric system, RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. RGS Owner shall provide a copy of this inspection and approval to Utility.
11. The RGS Owner agrees to permit, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the Utility 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, RGS Owner agrees to provide the Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the Utility's legal obligation to provide service to its RGS Owners. At least ten (10) business days prior to initially placing the RGS Owner-owned renewable generation system in service, RGS Owner shall provide written notification to Utility advising Utility of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 17.3.3)

12. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility's system upon a loss of Utility electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

15. The RGS Owner 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 Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The RGS Owner must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the RGS Owner-owned renewable generation system and any RGS Owner wiring connected to the Utility's electric system such that back feed from the customer-owned renewable generation system to Utility's electric system cannot occur when the switch is in the open position. 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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility.

(Continued to Sheet No. 17.3.4)

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

18. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. Utility requires the RGS Owner of a system with a gross power rating of more than 10 kW to provide proof of continuous general liability insurance covering personal injury and property damage coverage limits of not less \$1,000,000.00/\$1,000,000. Such insurance proof shall name the Utility as the Certificate Holder and be provided to the Utility prior to interconnection and at least annually thereafter.

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

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

22. The RGS Owner 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 RGS Owner agrees to provide the Utility with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility 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

(Continued to Sheet No. 17.3.5)

the safety, reliability, or durability of the RGS. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, the Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the RGS Owner. 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 Utility shall have no obligation to compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's RGS is operating at reduced capacity or is disconnected from Utility's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the RGS Owner's system include, but are not limited to, the following:

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

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend, and hold harmless Utility, any and all of the members of its

(Continued to Sheet No. 17.3.6)

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

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

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

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the State of Florida and the Utility's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and Utility 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 Alachua County, Florida, and City of Newberry and the RGS Owner irrevocably submits to the jurisdiction and venue of such court. To the fullest extent permitted

(Continued on Sheet No. 17.3.7)

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 RGS Owners of Utility's electrical distribution system.

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

31. Utility and RGS Owner 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 Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

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

(Continued to Sheet No. 17.3.8)

33. This Agreement is solely for the benefit of Utility and RGS Owner 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 Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to the Utility as established by Florida Statutes, 768.28.

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

Utility:

RGS Owner:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Utility Account Number:

(RESERVED FOR FUTURE USE)

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

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

WITNESSETH

~~**Whereas**, a Tier 3 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 100 kilowatts (100 kw) but not greater than two megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the customer’s current electric requirements; and~~

~~**Whereas**, City of Newberry operates an electric system serving City of Newberry; and~~

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

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

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

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

(Continued on Sheet No. 17.4.1)

(RESERVED FOR FUTURE USE)

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

~~1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Newberry.~~

~~2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City of Newberry distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.~~

~~3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify City of Newberry of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2 MW) limit.~~

~~4. The RGS GPR must not exceed 90 percent (90%) of the Customer's City of Newberry distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.~~

~~5. The Customer shall be required to pay a non-refundable application fee of \$470.00 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$2,500.00 to be determined to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$2,500.00. Should the actual cost of the study be less than the deposit, the difference shall be refunded to the Customer.~~

~~6. The Customer shall fully comply with City of Newberry's Design Standards following NEC standards as those documents may be amended or revised by City of Newberry from time to time.~~

~~7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:~~

- ~~a. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;~~

(Continued to Sheet No. 17.4.2)

(RESERVED FOR FUTURE USE)

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

~~8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of 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 City of Newberry, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.~~

~~9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to City of Newberry. 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 Newberry.~~

~~10. Prior to commencing parallel operation with City of Newberry'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 City of Newberry.~~

~~11. The Customer agrees to permit City of Newberry, 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. City of Newberry will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City of Newberry 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 City of Newberry 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 Newberry's legal obligation to provide service to its customers. At least ten (10) business~~

(Continued on Sheet No. 17.4.3)

(RESERVED FOR FUTURE USE)

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

~~12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Newberry system upon a loss of City of Newberry power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by City of Newberry, further design review, testing or additional equipment (as identified in any such study) may be required by City of Newberry.~~

~~13. 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 City of Newberry with sixty (60) days advance written notice of the addition.~~

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

~~15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on City of Newberry electric's 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 City of Newberry's system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.~~

~~16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to City of Newberry system~~

(Continued on Sheet No. 17.4.4)

(RESERVED FOR FUTURE USE)

~~such that back feed from the customer-owned renewable generation system to City of Newberry 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 City of Newberry and capable of being locked in the open position with a City of Newberry's padlock. When locked and tagged in the open position by City of Newberry, this switch will be under the control of City of Newberry.~~

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

~~18. Once City of Newberry 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 Newberry representative, City of Newberry will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.~~

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

~~20. City of Newberry will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kwh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by City of Newberry to Customer, and also measure the energy delivered by Customer to City of Newberry. 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 City of Newberry.~~

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

~~22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide City of Newberry with a copy of the Local Building Code Official inspection and certification of~~

(Continued on Sheet No. 17.4.5)

(RESERVED FOR FUTURE USE)

~~installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.~~

~~23. In no event shall any statement, representation, or lack thereof, either express or implied, by City of Newberry, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Newberry 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. City of Newberry's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.~~

~~24. Notwithstanding any other provision of this Interconnection Agreement, City of Newberry, 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. City of Newberry shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City of Newberry'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 Newberry utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.~~
- ~~b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City of Newberry equipment, any part of City of Newberry's electrical distribution system or Customer's generating system.~~
- ~~c. Hazardous conditions existing on City of Newberry's utility system due to the operation of the Customer's generation or protective equipment as determined by City of Newberry.~~
- ~~d. Adverse electrical effects (such as power quality problems) on the electrical equipment of City of Newberry's other electric consumers caused by the Customer's generation as determined by City of Newberry.~~
- ~~e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of City of Newberry.~~
- ~~f. When the Customer fails to make any payments due to City of Newberry by the due date thereof.~~

(Continued on Sheet No. 17.4.6)

(RESERVED FOR FUTURE USE)

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

~~26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless City of Newberry, 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 City of Newberry.~~
- ~~b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City of Newberry electrical distribution system, irrespective of any fault on the part of City of Newberry.~~
- ~~c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.~~

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

~~27. Customer shall not have the right to assign its benefits or obligations under this Agreement without City of Newberry'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 City of Newberry at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.~~

~~28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between City of Newberry and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between~~

~~(Continued on Sheet No. 17.4.7)~~

(RESERVED FOR FUTURE USE)

~~parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.~~

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

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

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

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

~~(Continued on Sheet No. 17.4.8)~~

(RESERVED FOR FUTURE USE)

~~and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.~~

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

~~33. This Agreement is solely for the benefit of City of Newberry 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 Newberry 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 Newberry and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Newberry of the sovereign immunity applicable to City of Newberry as established by Florida Statutes, 768.28.~~

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

City of Newberry: _____

Customer:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Newberry Account Number:

City of Newberry, Florida

First Revised Sheet No. 17.4.0
Canceling Original Sheet No. 17.4.0

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.1)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.0)

First Revised Sheet No. 17.4.1
Canceling Original Sheet No. 17.4.1

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.2)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.1)

First Revised Sheet No. 17.4.2
Canceling Original Sheet No. 17.4.2

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.3)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.2)

First Revised Sheet No. 17.4.3
Canceling Original Sheet No. 17.4.3

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.4)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.3)

First Revised Sheet No. 17.4.4
Canceling Original Sheet No. 17.4.4

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.5)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.4)

First Revised Sheet No. 17.4.5
Canceling Original Sheet No. 17.4.5

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.6)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.5)

First Revised Sheet No. 17.4.6
Canceling Original Sheet No. 17.4.6

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.7)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.6)

First Revised Sheet No. 17.4.7
Canceling Original Sheet No. 17.4.7

(RESERVED FOR FUTURE USE)

(Continued on Sheet No. 17.4.8)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020

City of Newberry, Florida
(Continued from Sheet No. 17.4.7)

First Revised Sheet No. 17.4.8
Canceling Original Sheet No. 17.4.8

(RESERVED FOR FUTURE USE)

Issued by: Jamie Jones
Assistant City Manager

Effective: January 1, 2020