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November 22, 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 Fort Meade, Florida – Revised Net-Metering Tariff Sheets

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Fort Meade, 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. Fourth Revised Sheet No. 4.000 – *Reserved for Future Use*;
- b. First Revised Sheets No. 4.001 – 4.007 – *Tri-Party Net Metering Power Purchase Agreement*;
- c. First Revised Sheets No. 4.037 - 4.039 – *Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- d. First Revised Sheets No. 2.110 – 2.113 – *Reserved for Future Use*;
- e. First Revised Sheets No. 4.008 – 4.017 – *Tier 1 Standard Interconnection Agreement Customer-Owner Renewable Generation*;
- f. First Revised Sheets No. 4.018 – 4.026 - *Tier 2 Standard Interconnection Agreement Customer-Owner Renewable Generation*; and,
- g. First Revised Sheets No. 4.027 – 4.036 - *Reserved for Future Use*.

The changes were made in accordance with the City of Fort Meade's updated Net Metering tariff rate sheets approved by the PSC on August 18, 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

City of Fort Meade, Florida

~~Third~~Fourth Revised Sheet No. 4.000
Canceling ~~Second~~Third Revised Sheet No. 4.000

STANDARD FORMS
RESERVED FOR FUTURE USE

Issued By: ~~Fred Hilliard~~ Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**Fourth Revised Sheet No. 4.000
Cancelling Third Revised Sheet No. 4.000**

(RESERVED FOR FUTURE USE)

Issued By: Jan Bagnall, City Manager

Effective Date: January 1, 2020

TRI-PARTY NET METERING POWER PURCHASE AGREEMENT

This Tri-Party Net Metering Power Purchase Agreement (this "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 Fort Meade, a body politic (hereinafter "~~City of Fort Meade~~Utility"), and _____, ~~a retail electric customer the owner or lessee of a renewable generation system located within City of Fort Meade~~Utility's service territory (hereinafter "~~Customer~~RGS Owner").

Section 1. Recitals

1.0.1 ~~City of Fort Meade~~Utility and ~~Customer~~RGS Owner have executed ~~City of Fort Meade's~~the Utility's Standard Interconnection Agreement for a Customer-Owned Renewable General System (RGS) pursuant to which ~~City of Fort Meade~~Utility has agreed to permit interconnection of ~~Customer's~~RGS Owner's renewable generation to ~~City of Fort Meade's~~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~~RGS Owner's ~~R~~renewable ~~G~~eneration ~~S~~ystem to ~~City of Fort Meade's~~Utility's electric distribution system;

1.02. ~~City of Fort Meade~~Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of January 18, 2000, (hereinafter the "ARP Contract") pursuant to which ~~City of Fort Meade~~Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply ~~City of Fort Meade~~Utility with all energy and capacity necessary to operate ~~City of Fort Meade's~~Utility's electric system, which limits ~~City of Fort Meade's~~Utility's ability to directly purchase excess energy customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting ~~City of Fort Meade~~Utility to allow its customers to interconnect with ~~City of Fort Meade's~~Utility's ~~electric~~electric-system and to allow ~~City of Fort Meade's~~the Utility's 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 Fort Meade~~Utility customers interconnected to ~~City of Fort Meade's~~the Utility's electric system.

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

(Continued on Sheet No. 4.002)

**TRI-PARTY NET METERING
POWER PURCHASE AGREEMENT**

This Tri-Party Net Metering Power Purchase Agreement (this "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 Fort Meade, 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

1.0.1 Utility and RGS Owner have executed the Utility's Standard Interconnection Agreement for a Customer-Owned Renewable General 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 electric distribution system;

1.02. Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of January 18, 2000, (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 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 the Utility's 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 Utility customers interconnected to the Utility's electric system.

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

(Continued on Sheet No. 4.002)

Section 2. Interconnection

2.01. ~~Customer~~RGS Owner shall not begin or resume parallel operations with ~~City of Fort Meade~~²Utility's electric distribution system until ~~Customer~~RGS Owner has executed ~~City of Fort Meade~~²Utility's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. ~~City of Fort Meade~~²The Utility requires that the customer install and operate the RGS in accordance with applicable safety codes and standards. ~~City of Fort Meade~~²The Utility shall establish and enforce terms and conditions as it relates to the aeffect of the RGS on ~~City of Fort Meade~~²Utility's distribution system.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. 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 ARP Participant's customer is the tenant occupying or using the Premises.

Section 3. Metering

3.01. In accordance with ~~City of Fort Meade~~²the Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation, ~~City of Fort Meade~~²Utility shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from ~~City of Fort Meade~~²Utility to the Customer, and (2) the flow of excess electricity from the ~~Customer~~RGS Owner to ~~City of Fort Meade~~²the Utility. ~~City of Fort Meade~~²Utility shall take meter readings on the same cycle as provided by 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~~RGS Owner's own load and shall offset ~~customer~~RGS Owner's demand for ~~City of Fort Meade~~²the Utility's electricity. All electric power and energy delivered by ~~City of Fort Meade~~²Utility to ~~Customer~~RGS Owner shall be received and paid for by ~~Customer~~RGS Owner to ~~City of Fort Meade~~²the Utility pursuant to the terms, ~~conditions~~conditions, and rates of the ~~City of Fort Meade~~²Utility's otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the ~~City of Fort Meade~~²Utility'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 by ~~Customer~~RGS Owner and is delivered to ~~City of Fort Meade~~²Utility'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". Excess customer-owned renewable generation shall be purchased in the form of a credit on ~~Customer~~RGS Owner's monthly energy consumption bill from ~~City of Fort Meade~~²Utility.

(Continued on Sheet No. 4.003)

Issued By: ~~Fred Hilliard~~Jan Bagnall, City Manager Effective Date: January 1, ~~2009~~2020

Section 2. Interconnection

2.01. RGS Owner shall not begin or resume parallel operations with Utility's electric 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. The Utility requires that the customer install and operate the RGS in accordance with applicable safety codes and standards. The Utility shall establish and enforce terms and conditions as it relates to the effect of the RGS on Utility's distribution system.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. 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 ARP Participant's customer is the tenant occupying or using the Premises.

Section 3. Metering

3.01. In accordance with the Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation, Utility shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from Utility to the Customer, and (2) the flow of excess electricity from the RGS Owner to the Utility. Utility shall take meter readings on the same cycle as provided by 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 RGS Owner's own load and shall offset RGS Owner's demand for the Utility's electricity. All electric power and energy delivered by Utility to RGS Owner shall be received and paid for by RGS Owner to the Utility pursuant to the terms, conditions, and rates of the Utility's otherwise applicable rate schedule.

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 by RGS Owner 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". Excess customer-owned renewable generation shall be purchased in the form of a credit on RGS Owner's monthly energy consumption bill from Utility.

(Continued on Sheet No. 4.003)

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 Fort Meade to the Customer in accordance with the City of Fort Meade, Net Metering Service Rate Schedule.~~

4.04. FMPA and ~~City of Fort Meade~~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, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any ~~City of Fort Meade~~Utility equipment or part of the ~~City of Fort Meade~~Utility electric system; or (b) if either FMPA or ~~City of Fort Meade~~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 Fort Meade 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 Fort Meade pursuant to the Net Metering Services Rate Schedule (as filed with the Florida Public Service Commission), from all participating City of Fort Meade customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on City of Fort Meade's Electric 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 Fort Meade's~~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 meters(s) installed to measure total renewable electricity generated by the ~~Customer~~RGS Owner for the purposes of measuring Green Attributes, including ~~any~~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 ~~Customer's~~RGS Owner's ~~C~~credits to FMPA.

(Continued on Sheet No. 4.004)

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for RGS Owner'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 RGS Owner's energy consumption at the Premises for a period of not more than twelve (12) months.

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, (a) when 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 meters(s) installed to measure total renewable electricity generated by the RGS Owner for the purposes of measuring Green Attributes, including any 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 RGS Owner's credits to FMPA.

(Continued on Sheet No. 4.004)

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 ~~City of Fort Meade~~Utility to ~~Customer~~Premises; or (b) failure by ~~Customer~~RGS Owner to comply with any of the terms and conditions of this Agreement, ~~the~~ARP Net Metering Policy, or ~~City of Fort Meade~~'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.

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 Fort Meade 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 Fort Meade 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 Fort Meade will give Customer as much notice as reasonably possible under the circumstances.~~

~~7.032. 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 Fort Meade~~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.

(Continued to Sheet No. 4.005)

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.

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, 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.

(Continued to Sheet No. 4.005)

7.043. 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 Polk County, Florida, or the United States District Court sitting in Tampa, Fernandina, Fort Myers, Jacksonville, Live Oak, Ocala, Orlando, or St. Petersburg, as appropriate.

7.054. Enforcement of Agreement. In the event that ~~either any~~ party to this Agreement 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 fee and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.065. 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.

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

(Continued on Sheet No. 4.006)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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 Polk County, Florida, or the United States District Court sitting in Tampa, Fernandina, Fort Myers, Jacksonville, Live Oak, Ocala, Orlando, or St. Petersburg, as appropriate.

7.04. Enforcement of Agreement. In the event that any party to this Agreement 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 fee 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.

7.06. Third Party Beneficiaries. 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.

(Continued on Sheet No. 4.006)

City of Fort Meade, Florida

~~Original~~First Revised Sheet No. 4.006

(Continued from Sheet No. 4.005)

Canceling Original Sheet No. 4.006

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

~~City of Fort Meade~~Utility

Florida Municipal Power Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

~~Customer~~RGS Owner

By: _____

Date: _____

(Print Name)

(Signature)

Customer's ~~City of Fort Meade~~Utility Account Number: _____

(Continued on Sheet No. 4.007)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 200920

City of Fort Meade, Florida
(Continued from Sheet No. 4.005)

First Revised Sheet No. 4.006
Canceling Original Sheet No. 4.006

IN WITNESS WHEREOF, RGS Owner, Utility, and FMPA 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: _____

Customer's Utility Account Number: _____

(Continued on Sheet No. 4.007)

Issued by: Jan Bagnall
City Manager

Effective Date: January 1, 2020

**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 Fort Meade for the excess kWh energy delivered by customer-owned renewable generation to City of Fort Meade's electric system. Every month, City of Fort Meade shall determine the total kWh of customer-owned renewable generation that is delivered to City of Fort Meade's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2nd working day of every month. FMPA will then provide a monthly payment to City of Fort Meade 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 + 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 Fort Meade'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 City of Fort Meade's system has been purchased by FMPA, but will remain on City of Fort Meade's system and be used by City of Fort Meade to meet its other customers' electric needs. As a result, City of Fort Meade's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to City of Fort Meade.

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 energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, City of Fort Meade shall pay the ~~Customer~~RGS Owner for any unused excess energy credits in accordance with the City of Fort Meade's Net Metering Service Rate Schedule.

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

**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 Fort Meade for the excess kWh energy delivered by customer-owned renewable generation to City of Fort Meade's electric system. Every month, City of Fort Meade shall determine the total kWh of customer-owned renewable generation that is delivered to City of Fort Meade's electric system and shall send the information to FMPA as soon as it becomes available, but no later than the 2nd working day of every month. FMPA will then provide a monthly payment to City of Fort Meade 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 + 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 City of Fort Meade'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 City of Fort Meade's system has been purchased by FMPA but will remain on City of Fort Meade's system and be used by City of Fort Meade to meet its other customers' electric needs. As a result, City of Fort Meade's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to City of Fort Meade.

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 energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, City of Fort Meade shall pay the RGS Owner for any unused excess energy credits in accordance with the City of Fort Meade's Net Metering Service Rate Schedule.

The City of Fort Meade
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS

TIER 1 – 10 kW or Less

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

The City of Fort Meade Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with Utility's electrical system are required to complete this application. When the completed application and fees are returned to Utility, the process of completing the appropriate Tier 1 or Tier 2 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City of Fort Meade, City Hall 8 West Broadway, or City website, www.cityoffortmeade.com.

1. RGS Owner Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer's Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued on Sheet No. 4.038)

3. Facility Rating Information

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

Fuel or energy Source: _____

Anticipated In-Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations and is a non-refundable fee of \$300.00 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Fort Meade 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.

(Continued on Sheet No. 4.039)

- 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 Fort Meade system to ensure compliance with applicable local codes.
- C. Proof of insurance:

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 and 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 certificate holder and be provided to the City prior to interconnection and at least annually thereafter.

Customer

By: _____ Date: _____
(Print Name)

(Signature)

PART XI
NET METERING

11.01 Short Title:

~~This Ordinance shall be entitled and may be referred to as the "Fort Meade Net Metering Program."~~

11.02 Legislative Findings and Intent:

~~The City hereby makes and declares the following findings and statements of legislative intent:~~

~~—— (1) — The City has adopted the Fort Meade Electric Utility Service Ordinance to set electric rates for its electric distribution system.~~

~~—— (2) — It is the City's policy to encourage its customers to use energy more efficiently and to rely on renewable resources of energy where feasible and cost effective.~~

~~—— (3) — The Florida Legislature has found that it is in the public interest to promote development of renewable energy resources in this state.~~

~~—— (4) — In accordance with Section 366.91(6), *Florida Statutes*, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation systems (RGS).~~

~~—— (5) — The City, at the request of and based upon the advice of the Florida Municipal Power Agency (FMPA), has entered into the All Requirements Project (ARP) Contract, dated January 18, 2000 which governs the receipt of power by the City from customers.~~

~~—— (6) — The ARP Contract provides that the City shall receive all of the capacity and energy needed to operate its electric system from FMPA, except for resources specifically excluded by contract.~~

~~—— (7) — According to FMPA, receiving power from customers through net metering is not an excluded resource under the ARP Contract.~~

~~—— (8) — FMPA developed a net metering program which includes; interconnection and other agreements, applications and rate schedules necessary to implement and administer the net metering program, and has insisted that the City adopt the program.~~

City of Fort Meade, Florida

**First Revised Sheet No. 2.110
Canceling Original Sheet No. 2.110**

(RESERVED FOR FUTURE USE)

Issued by: Jan Bagnall
City Manager

Effective Date: August 1, 2021

11.03—Adoption of Net Metering Program:

~~Upon demand by FMPA pursuant to the ARC, the City hereby adopts the attached forms of the FMPA—City of Fort Meade—Customer Tri-Party Net Metering Purchase Power Agreement; Standard Interconnection Agreements for Tier 1, Tier 2 and Tier 3; and Application for Interconnection of Customer Owned Renewable Generation System; and associated forms and documents contained in the Standard Forms part of this municipal tariff. Should FMPA cease to provide power to the City pursuant to the ARC, then the City reserves the right to modify all agreements whether or not executed, and this language is hereby incorporated in the attached forms.~~

11.04—Monthly Rate:

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

11.05—Metering:

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

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

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

11.06—Billing:

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

City of Fort Meade, Florida

**First Revised Sheet No. 2.111
Canceling Original Sheet No. 2.111**

**RESERVED FOR
FUTURE USE**

Issued by: Jan Bagnall
City Manager

Effective Date: August 18, 2021

~~(1) — Customer shall be billed for the total amount of electric power and energy delivered to Customer by the City in accordance with the otherwise applicable rate schedule.~~

~~(2) — Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for City electricity. Any kWh of electric energy produced by the Customer Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the City system shall be deemed as "excess customer owned renewable generation." Excess Customer Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.~~

~~(3) — Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to the City's electric system during the previous billing cycle. The credit from the City shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the Customer's applicable rate schedule.~~

~~(4) — In the event that a given monthly credit for excess customer owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by City of Fort Meade to the Customer, at City's wholesale avoided cost rate.~~

~~(5) — In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid by City.~~

~~(6) — Regardless of whether any excess energy is delivered to City's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.~~

~~(7) — Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to this Schedule, from all participating City customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on City's electric system.~~

Issued by: Fred HilliardJan Bagnall, City Manager Effective Date: January 1, 2009August 18, 2021

City of Fort Meade, Florida

**First Revised Sheet No. 2.112
Canceling Original Sheet No. 2.112**

**RESERVED FOR
FUTURE USE**

Issued by: Jan Bagnall,
City Manager

Effective Date: August 18, 2021

11.07 Fees:

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

~~———— Tier 1 — No Fee~~

~~———— Tier 2 — \$300.00~~

~~———— Tier 3 — \$400.00~~

~~———— Tier 3 — Study Fee — Deposit of \$1,500.00. Customer to pay actual cost (not to exceed \$3,000.00).~~

11.08 Authorization:

~~The City Manager is hereby authorized to execute, and amend when necessary the agreements, documents, and schedules required for administration of the program.~~

City of Fort Meade, Florida

**First Revised Sheet No. 2.113
Canceling Original Sheet No. 2.113**

**RESERVED FOR
FUTURE USE**

Issued by: Jan Bagnall
City Manager

Effective Date: August 18, 2021

**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 Fort Meade (hereafter called "~~City of Fort Meade~~Utility"), a body politic. ~~Customer~~RGS Owner and ~~City of Fort Meade~~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 generation 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 Fort Meade~~Utility operates an electric system serving ~~{DESCRIBE SERVICE TERRITORY}~~ the entire service area of the City of Fort Meade; and

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

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

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

**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 Fort Meade (hereafter 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 generation 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 Fort Meade; and

Whereas, RGS Owner has made a written Application for Interconnection of Customer-Owned Renewable Generations Systems to the Utility of the City of Fort Meade, a copy being attached hereto, to interconnect its RGS with Utility’s electrical supply grid at the location identified above; and

Whereas, City of Fort Meade 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 Utility’s electric system, which limits Utility’s ability to directly purchase excess energy from customer-owned renewable generation; and

(Continued on Sheet No. 4.009)

Whereas, in order to promote the development of small customer-owned renewable generation by permitting ~~City of Fort Meade Utility~~ to allow its customers to interconnect with ~~City of Fort Meade the Utility's~~ electric system and to allow ~~City of Fort Meade 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 Fort Meade the Utility's customer~~ RGS Owners interconnected to ~~City of Fort Meade the Utility's~~ electric system; and

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

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

1. The ~~Customer~~ RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and ~~City of Fort Meade 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 ~~City of Fort Meade Utility's~~ 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 Fort Meade 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) one-hundred kilowatts (100-kW)~~.
4. The RGS GPR must not exceed 90% of the ~~Customer~~ RGS Owner's ~~City of Fort Meade Utility~~ distribution service rating at the ~~Customer~~ RGS Owner's location. If the GPR does exceed the 90% limit, the ~~Customer~~ RGS Owner shall be responsible ~~to pay for~~ paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay any special fees due solely to the installation of the RGS.

(Continued on Sheet No. 4.010)

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 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 the Utility's electric system; and

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

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

1. 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's 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 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 one-hundred kilowatts (100-kW).
4. The RGS GPR must not exceed 90% of the RGS Owner's Utility distribution service rating at the RGS Owner's location. If the GPR does exceed the 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% threshold is not breached.
5. The Customer shall be required to pay any special fees due solely to the installation of the RGS.

(Continued on Sheet No. 4.010)

6. The ~~Customer~~RGS Owner shall fully comply with ~~City of Fort Meade~~Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by ~~City of Fort Meade~~the Utility from time to time.
7. The ~~Customer~~RGS Owner certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
- a. IEEE-1547 (2003~~18~~) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The ~~Customer~~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. ~~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-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 Fort Meade~~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 and maintenance instructions to ~~City of Fort Meade~~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 Fort Meade~~Utility.
10. Prior to commencing parallel operation with ~~City of Fort Meade~~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 Fort Meade~~Utility.

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

6. The RGS Owner shall fully comply with Utility's Rules and Regulations and Electric Service Specifications 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*.
 - 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 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.

(Continued on Sheet No. 4.011)

11. The ~~Customer~~RGS Owner agrees to permit ~~City of Fort Meade~~the 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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 ~~City of Fort Meade~~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.

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 Fort Meade~~Utility system upon a loss of ~~City of Fort Meade~~the Utility's power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by 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 Fort Meade~~Utility with sixty (60) days advance written notice of the addition.

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

11. The RGS Owner agrees to permit the 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 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 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.

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

(Continued on Sheet No. 4.012)

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 Fort Meade~~the 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 Fort Meade~~the 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-owned renewable generation system and any ~~Customer~~RGS Owner wiring connected to ~~City of Fort Meade~~Utility's electric system, such that back feed from the customer-owned renewable generation system to ~~City of Fort Meade~~the 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 Fort Meade~~the Utility and capable of being locked in the open position with a ~~City of Fort Meade~~Utility padlock. When locked and tagged in the open position by ~~City of Fort Meade~~Utility, this switch will be under the control of ~~City of Fort Meade~~the Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by ~~City of Fort Meade~~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 Fort Meade~~Utility at least thirty (30) calendar days prior to beginning parallel operations with ~~City of Fort Meade~~Utility's electric system, subject to the requirements of Section 18, below, and within one (1) year after ~~City of Fort Meade~~Utility executes this Agreement.

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

19. ~~City of Fort Meade~~Although not required for Tier 1 installations, the Utility highly recommends the CustomerRGS 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).~~

(Continued on Sheet No. 4.013)

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 customer-owned renewable generation system and any RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to the 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 the Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by Utility within thirty (30) calendar days of receipt of a completed application. RGS Owner must execute this Agreement and return it to 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 met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a Utility representative, the Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. Although not required for Tier 1 installations, Utility highly recommends the RGS Owner provide and maintain appropriate general liability insurance for personal injury and property damage.

(Continued on Sheet No. 4.013)

20. ~~City of Fort Meade Utility~~ will furnish, install, ~~own~~own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The ~~Customer~~RGS Owner's service associated with the RGS will be metered to measure the energy delivered by ~~City of Fort Meade Utility~~ to ~~Customer~~RGS Owner, and also measure the energy delivered by ~~Customer~~RGS Owner to ~~City of Fort Meade 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 Fort Meade 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 Fort Meade 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 Fort Meade Utility~~, relieve the ~~Customer~~RGS Owner of exclusive responsibility for the ~~Customer's~~RGS Owner's system. Specifically, any ~~City of Fort Meade 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 the safety, reliability, or durability of the RGS. ~~City of Fort Meade The Utility's~~ inspection, acceptance, or its failure to inspect shall not be deemed an endorsement or any RGS equipment or procedure. Further, as set forth in Section 15 and 26 of this Agreement, ~~Customer~~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, ~~City of Fort Meade the Utility~~, at its sole and absolute discretion, may isolate the ~~Customer~~RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the ~~Customer~~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 exit. ~~City of Fort Meade Utility~~ shall have no obligation to compensate the ~~Customer~~RGS Owner for any loss of energy during any and all periods when ~~Customer~~RGS Owner's ~~RGS system~~ is operating at reduced capacity or is disconnected from ~~City of Fort Meade Utility~~'s electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the ~~Customer~~RGS Owner's system include, but are not limited to, the following:

(Continued on Sheet No. 4.014)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 200920

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 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 the safety, reliability, or durability of the RGS. The Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement or any RGS equipment or procedure. Further, as set forth in Section 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. 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:

(Continued on Sheet No. 4.014)

- a. ~~City of Fort Meade~~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 Fort Meade~~Utility equipment, any part of Utility's electrical distribution system or ~~Customer's~~RGS Owner's generating system.
 - c. Hazardous conditions existing on ~~City of Fort Meade~~Utility's utility system due to the operation of the ~~Customer~~RGS Owner's generation or protective equipment as determined by ~~City of Fort Meade~~Utility.
 - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~City of Fort Meade~~Utility's other electric consumers caused by the ~~Customer~~RGS Owner's generation as determined by ~~City of Fort Meade~~Utility.
 - e. When ~~Customer~~RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~City of Fort Meade~~the Utility.
 - f. When the ~~Customer~~RGS Owner fails to make any payments due to ~~City of Fort Meade~~Utility by the due date thereof.
25. Upon termination of services pursuant to this Agreement, ~~City of Fort Meade~~Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the ~~Customer's~~RGS Owner's expense, within thirty (30) working days following the termination, the ~~Customer~~RGS Owner shall permanently isolate the RGS and any associated equipment from ~~City of Fort Meade~~the Utility's electric supply system, notify ~~City of Fort Meade~~Utility that the isolation is complete, and coordinate with ~~City of Fort Meade~~Utility for return of ~~City of Fort Meade's~~its lock.
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 Fort Meade~~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~~RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~City of Fort Meade~~Utility.
 - b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generating system to, ~~City of Fort Meade~~Utility's electrical distribution system, irrespective of any fault on the part of ~~City of Fort Meade~~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, agents, contractors (and any subcontractor or material supplier thereof) and employees.

(Continued to Sheet No. 4.015)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 200920

- 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 the Interconnection Agreement or any other applicable policies and procedures of the Utility.
 - f. When the RGS Owner fails to make any payments due to 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 its 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 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. 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, agents, contractors (and any subcontractor or material supplier thereof) and employees.

(Continued to Sheet No. 4.015)

~~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 Fort Meade~~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 Fort Meade~~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 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 Fort Meade~~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, and regulations of the State of Florida and ~~City of Fort Meade~~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 Fort Meade~~Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer~~RGS Owner and ~~City of Fort Meade~~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 Imperial Polk County, Florida, and City of Fort Meade and the ~~Customer~~Utility 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 of 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 the Interconnection Agreement or the applicability of any provisions 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.

(Continued on Sheet No. 4.016)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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 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 Imperial Polk County, Florida, and City of Fort Meade and the Utility 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 of 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 the Interconnection Agreement or the applicability of any provisions 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.

(Continued on Sheet No. 4.016)

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 Fort Meade~~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 Fort Meade Utility, including ~~City of Fort Meade~~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. ~~City of Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~the Utility pursuant to ~~the City of Fort Meade's~~ Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating ~~City of Fort Meade~~Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand ~~on City of Fort Meade~~on the Utility's electric system.

33. This Agreement is solely for the benefit of ~~City of Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~Utility of the sovereign immunity applicable to ~~City of Fort Meade~~Utility as established by Florida Statutes, 768.28.

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

(Continued on Sheet No. 4.017)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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 City of Fort Meade 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, 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 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 the Utility pursuant to Fort Meade's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer 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 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 Utility of the sovereign immunity applicable to Utility as established by Florida Statutes, 768.28.

(Continued on Sheet No. 4.017)

City of Fort Meade, Florida
(Continued from Sheet No. 4.016)

~~Original~~First Revised Sheet No. 4.017
~~Canceling Original Sheet No. 4.017~~

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

~~City of Fort Meade~~Utility:

~~Customer~~RGS Owner:

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Utility Account Number:

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

**City of Fort Meade, Florida
(Continued from Sheet No. 4.016)**

**First Revised Sheet No. 4.017
Canceling Original Sheet No. 4.017**

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

Utility:

By: _____

Title: _____

Date: _____

RGS Owner:

(Print Name)

(Signature)

Date: _____

Utility Account Number:

Issued by: Jan Bagnall, City Manager
Effective Date: January 1, 2020

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

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

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating systems 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 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part of all of the customer's current electric requirements, and,

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

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

Whereas, City of Fort Meade and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which ~~City of Fort Meade~~Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply ~~City of Fort Meade~~Utility with all energy and capacity necessary to operate ~~City of Fort Meade~~Utility's electric system, which limits ~~City of Fort Meade~~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 Fort Meade~~Utility to allow its ~~customers-~~RGS Owners to interconnect with ~~City of Fort Meade~~the Utility's electric system and to allow 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 ~~City of Fort Meade~~the Utility's customers-RGS Owners interconnected to ~~City of Fort Meade~~the Utility's electric system, and,

(Continued on Sheet No. 4.019)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January ~~01, 2009~~20

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 _____, Florida, and City of Fort Meade (hereafter called “**Utility**”), a body politic. RGS Owner and Utility shall collectively be called the “**Parties**”. The physical location / premises where the interconnection is taking place (hereinafter call “**Premises**”):

_____.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating systems 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 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part of all of the customer’s current electric requirements, and,

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

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

Whereas, City of Fort Meade 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 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 Utility’s electric system and to allow 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 the Utility’s electric system, and,

(Continued on Sheet No. 4.019)

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

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

1. The ~~Customer~~RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and ~~City of Fort Meade 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 Fort Meade Utility's~~ 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 Fort Meade 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 2 megawatt (MW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the ~~Customer RGS Owner's~~ ~~City of Fort Meade Utility~~ distribution service rating at the ~~Customer's 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 the payment~~ of upgrades costs 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 ~~\$300~~320.00 for the review and processing of the application.

6. The ~~Customer RGS Owner~~ shall fully comply with ~~City of Fort Meade Utility's~~ Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by ~~City of Fort Meade 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~~18~~) Standard for Interconnection Distributed Resources with Electric

(Continued on Sheet No. 4.020)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 2009~~21~~

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

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

1. 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 customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility's 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 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 2 megawatt (MW) 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 the payment of upgrade costs 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 Utility's Rules and Regulations and Electric Service Specifications 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 Interconnection Distributed Resources with Electric Power System; and,

(Continued on Sheet No. 4.020)

- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems; and,
 - c. UL-1741 (2005~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*; and-
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
 - e. The manufacturer's installation, operation and maintenance instructions.
8. The ~~Customer-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 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-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 Fort Meade 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 and maintenance instructions to ~~City of Fort Meade the 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 Fort Meade the Utility~~.
10. Prior to commencing parallel operation with ~~City of Fort Meade 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 Fort Meade the Utility~~.
11. The ~~Customer-RGS Owner~~ agrees to permit ~~City of Fort Meade the 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 Fort Meade The 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 Fort Meade RGS Owner~~ 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 Fort Meade the Utility~~ access to the ~~Customer's-RGS Owner's~~ premises for any purpose in connection with the performance of the obligations required by this Agreement, or, if necessary,

(Continued on Sheet No. 4.021)

- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems; and,
 - c. UL-1741 (2010) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*, and
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
 - e. The manufacturer's installation, operation, and maintenance instructions.
8. The 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 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 the 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 the Utility.
11. The RGS Owner agrees to permit the 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. The Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when RGS Owner 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,

(Continued on Sheet No. 4.021)

adjacent to the meter. The switch shall be readily accessible to ~~City of Fort Meade~~Utility and capable of being locked in the open position with a ~~City of Fort Meade~~Utility padlock. When locked and tagged in the open position ~~by City of Fort Meade~~by the Utility, this switch will be under the control of ~~City of Fort Meade~~Utility.

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

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

19. ~~City of Fort Meade~~Utility requires the ~~Customer-RGS Owner~~ of a system with a gross power rating of more than 10kW 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). 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 Fort Meade~~Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The ~~Customer's-RGS Owner's~~ service associated with the RGS will be metered to measure the energy delivered by ~~City of Fort Meade~~Utility to ~~Customer-RGS Owner~~, and also measure the energy delivered by ~~Customer-RGS Owner~~ to ~~City of Fort Meade~~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 Fort Meade~~Utility.

21. The ~~Customer-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 ~~Customer-RGS Owner~~ must obtain all permits, inspections and approval 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 Fort Meade~~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.

(Continued on Sheet No. 4.023)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 200920

adjacent to the meter. The switch shall be readily accessible to Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of Utility.

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

18. Once Utility has received RGS Owner's written documentation that the requirements of this Agreement have been met, all agreement and documentation has 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 10kW to provide proof of continuous general liability insurance covering personal injury and property damage coverage limits of not less than one million dollars (\$1,000,000.00). 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 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 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 approval 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 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.

(Continued on Sheet No. 4.023)

to meet ~~City of Fort Meade~~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 Fort Meade~~Utility advising ~~City of Fort Meade~~Utility of the date and time at which ~~Customer-RGS Owner~~ intends to place the system in service, and ~~City of Fort Meade~~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.

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 Fort Meade~~Utility system upon a loss of ~~City of Fort Meade~~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 Occupations 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 Fort Meade~~Utility with sixty (60) days advance written notice of the addition.

14. The ~~Customer-RGS Owner~~ shall not energize the ~~City of Fort Meade~~Utility's system when ~~City of Fort Meade~~Utility's system is deenergized. The ~~Customer-RGS Owner~~ shall cease to energize the ~~City of Fort Meade~~Utility system during a faulted condition on the ~~City of Fort Meade~~Utility system and/or upon any notice from ~~City of Fort Meade~~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 Fort Meade~~Utility system prior to automatic or non-automatic reclosing of ~~City of Fort Meade~~Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the ~~Customer's-RGS Owner's~~ and ~~City of Fort Meade~~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 Fort Meade~~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 Fort Meade~~Utility's electric system, is at ~~Customer's 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-owned renewable generation system and any ~~Customer-RGS Owner~~ wiring connected to ~~City of Fort Meade~~Utility's electric system such that back feed from the customer-owned renewable generation system to ~~City of Fort Meade~~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

(Continued on Sheet No. 4.022)

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Effective Date: January 1, 200920

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 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.

12. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupations 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's 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 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 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 customer-owned renewable generation system and any RGS Owner wiring connected to Utility's electric system such that back feed from the customer-owned renewable generation system to Utility's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface

(Continued to Sheet No. 4.022)

23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~City of Fort Meade~~Utility, relieve the ~~Customer-RGS Owner~~ of exclusive responsibility for the ~~Customer's-RGS Owner's~~ system. Specifically, any ~~City of Fort Meade~~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 the safety, reliability, or durability of the RGS. ~~City of Fort Meade~~The 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, ~~Customer-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, ~~City of Fort Meade~~Utility, at its sole and absolute discretion, may isolate the ~~Customer's-RGS Owner's~~ system from the distribution grid by whatever means necessary, without prior notice to the ~~Customer~~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. ~~City of Fort Meade~~Utility shall have no obligation to compensate the ~~Customer-RGS Owner~~ for any loss of energy during any and all periods when ~~Customer's-RGS Owner's~~ RGS is operating at reduced capacity or is disconnected from ~~City of Fort Meade~~Utility's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the ~~Customer's-RGS Owner's~~ system include, but are not limited to, the following:

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

(Continued on Sheet No. 4.024)

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager

Effective Date: January 1, 2009~~20~~

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 the safety, reliability, or durability of the RGS. The 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, 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. 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 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 Utility by the due date thereof.

(Continued on Sheet No. 4.024)

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

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 Fort Meade~~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~~RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~City of Fort Meade~~Utility.
- b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generation system to, ~~City of Fort Meade~~Utility's electrical distribution system, irrespective of any fault on the part of ~~City of Fort Meade~~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~~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 Fort Meade~~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 Fort Meade~~the 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 execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or being parallel operations until the new owner assumes this Agreement or executes a new Agreement.

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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 RGS Owner's electric supply system, notify Utility that the isolation is complete, and coordinate with the 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 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. 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 generation 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 the 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 being parallel operations until the new owner assumes this Agreement or executes a new Agreement.

(Continued on Sheet No. 4.025)

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~City of Fort Meade 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 Fort Meade 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 Fort Meade Utility's~~ Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer RGS Owner~~ and ~~City of Fort Meade 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 Imperial Polk County, Florida, and City of Fort Meade, 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 provisions shall be modified to the minimum extent necessary to make it or this 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 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 Fort Meade's~~ ~~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 City of Fort Meade ~~Utility~~, including ~~City of Fort Meade 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.

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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 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 Imperial Polk County, Florida, and City of Fort Meade, and the 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 provisions shall be modified to the minimum extent necessary to make it or this 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 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 City of Fort Meade 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,

(Continued on Sheet No. 4.026)

31. ~~City of Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~Utility pursuant to the ~~City of Fort Meade~~Utility's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating ~~City of Fort Meade~~Utility customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on ~~City of Fort Meade~~Utility's electric system.

33. This Agreement is solely for the benefit of ~~City of Fort Meade~~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 Fort Meade~~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 Fort Meade~~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 Fort Meade~~Utility of the sovereign immunity applicable to ~~City of Fort Meade~~Utility as established by Florida Statutes, 768.28.

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

City of Fort Meade - Utility:
By: _____
Title: _____
Date: _____

CustomerRGS Owner:
By: _____
(Print Name)

(Signature)
Date: _____

~~City of Fort Meade~~Utility Account Number:

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

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, 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 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 2.5 percent (2.5%) of the aggregate customer peak demand on 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 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 Utility of the sovereign immunity applicable to 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.

City of Fort Meade - Utility:

By: _____

Title: _____

Date: _____

RGS Owner:

By: _____

(Print Name)

(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 Fort Meade (hereafter called "**City of Fort Meade**"), a body politic. ~~Customer and City of Fort Meade 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 2 megawatts (2MW) alternating current (AC) power output and is primarily intended to offset part of all of the customer's current electric requirements, and~~

~~Whereas, City of Fort Meade operates an electric system servicing [describe service territory]; and~~

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

~~Whereas, City of Fort Meade and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All Requirements Power Supply Contract pursuant to which City of Fort Meade has agreed to purchase and receive, and FMPA has agreed to sell and supply City of Fort Meade with all energy and capacity necessary to operate ' City of Fort Meade s electric system, which limits City of Fort Meade '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 Fort Meade to allow its customers to interconnect with City of Fort Meade's electric system and to allow City of Fort Meade 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 Fort Meade customers interconnected to City Fort Meade 's electric system; and~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.027
Canceling Original Sheet No. 4.027**

**RESERVED FOR
FUTURE USE**

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

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

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

- ~~1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Fort Meade.~~
- ~~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 intereconnected to and operate in parallel with City of Fort Meade 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 Fort Meade 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 2 megawatt (2 MW) limit.~~
- ~~4. The RGS GRP must not exceed 90% of the Customer's City of Fort Meade distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.~~
- ~~5. The Customer shall be required to pay a non-refundable application fee of \$400.00 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500.00 to be applied toward the cost of an Intereconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$3,000.00. Should the actual cost of the study be less than the \$1,500.00 deposit, the difference shall be refunded to the Customer.~~
- ~~6. The Customer shall fully comply with ' City of Fort Mead s Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City of Fort Meade from time to time.~~
- ~~7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.028
Canceling Original Sheet No. 4.028**

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Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

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- ~~a. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;~~
 - ~~b. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;~~
 - ~~c. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.~~
 - ~~d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;~~
 - ~~e. The manufacturer's installation, operation and maintenance instructions.~~
- ~~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 provided 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 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 Fort Meade. 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 least and/or maintenance agreements and any pertinent documents related to these agreements shall provided to City of Fort Meade.~~
- ~~10. Prior to commencing parallel operation with City of Fort Meade'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 Fort Meade.~~
- ~~11. The Customer agrees to permit City of Fort Meade, 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 Fort Meade will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City of Fort Meade 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 Fort Meade 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 Fort Meade's legal obligation to provide service to its customers. At least ten~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.029
Canceling Original Sheet No. 4.029**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

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~~(10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to City of Fort Meade advising City of Fort Meade of the date and time at which Customer intends to place the system in service, and City of Fort Meade 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. Customers certifies that the RGS equipment includes a utility interactive inverter or interconnection system equipment ceases to interconnect with the City of Fort Meade system upon a loss of City of Fort Meade 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 Fort Meade further design review, testing or additional equipment (as identified in any such study) may be required by City of Fort Meade.~~

~~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 Fort Meade with sixty (60) days advance written notice of the addition.~~

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

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

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.030
Canceling Original Sheet No. 4.030**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

RESERVED FOR FUTURE USE

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

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

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

~~19. City of Fort Meade 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 Fort Meade 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 Fort Meade to Customer, and also measure the energy delivered by Customer to City of Fort Meade. 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 Fort Meade.~~

~~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.~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.031
Canceling Original Sheet No. 4.031**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

RESERVED FOR FUTURE USE

~~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 agree to provide City of Fort Meade 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 Fort Meade, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Fort Meade 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 Fort Meade'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 Section 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 Fort Meade, 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 Fort Meade shall have no obligation to compensate the Customer for any lost of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City of Fort Meade'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 Fort Meade 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 Fort Meade equipment, any part of City of Fort Meade's electrical distribution system or Customer's generating system.~~
- ~~———— c. Hazardous conditions existing on City of Fort Meade's utility system due to the operation of the Customer's generation or protective equipment as determined by~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.032
Cancels Original Sheet No. 4.032**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

RESERVED FOR FUTURE USE

~~d. Adverse electrical effects (such as power quality problems) on the electrical equipment of City of Fort Meade's other electric consumers caused by the Customer's generation as determined by City of Fort Meade.~~

~~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 Fort Meade.~~

~~f. When the Customer fails to make any payments due to City of Fort Meade by the due date thereof.~~

~~25. Upon termination of services pursuant to this Agreement, City of Fort Meade 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 Fort Meade's electric supply system, notify City of Fort Meade that the isolation is complete, and coordinate with City of Fort Meade for return of City of Fort Meade'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 Fort Meade, 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 Fort Meade.~~

~~b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City of Fort Meade's electrical distribution system, irrespective of any fault on the part of City of Fort Meade.~~

~~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.~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.033
Cancels Original Sheet No. 4.033**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

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~~27. Customer shall not have the right to assign its benefits or obligations under this Agreement without City of Fort Meade'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 Fort Meade 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 Fort Meade and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.~~

~~29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and City of Fort Meade's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City of Fort Meade's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and City of Fort Meade 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 Imperial Polk County, Florida, and City of Fort Meade 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 Interconnect 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 customer of City of Fort Meade's electrical distribution system.~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Rev. Sheet No. 4.034
Canceling Original Sheet No. 4.034**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

RESERVED FOR FUTURE USE

~~30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by City of Fort Meade, including City of Fort Meade'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 Fort Meade 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 Fort Meade and Customer agree to supersede 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 Fort Meade 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 Fort Meade pursuant to the City of Fort Meade's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City of Fort Meade customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on City of Fort Meade's electric system.~~

~~33. This Agreement is solely for the benefit of City of Fort Meade 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 Fort Meade 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 Fort Meade 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 Fort Meade of the sovereign immunity applicable to City of Fort Meade as established by Florida Statutes, 768.28.~~

Issued by: ~~Fred Hilliard~~Jan Bagnall, City Manager
Effective Date: January 1, 200920

City of Fort Meade, Florida

**First Revised Sheet No. 4.035
Canceling Original Sheet No. 4.035**

RESERVED FOR FUTURE USE

Issued by: Jan Bagnall, City Manager

Effective Date: January 1, 2020

RESERVED FOR FUTURE USE

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

~~City of Fort Meade: _____ Customer: _____~~

~~By: _____ By: _____

(Print Name)~~

~~Title: _____

(Signature)~~

~~Date: _____ Date: _____
_____~~

~~_____ City of Fort Meade Account Number:
_____~~

City of Fort Meade, Florida

**First Revised Sheet No. 4.036
Canceling Original Sheet No. 4.036**

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Issued by: Jan Bagnall, City Manager

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