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FPSC - COMMISSION CLERK

Jody Lamar Finklea, B.C.S.

General Counsel and Chief Legal Officer

Board Certified City, County and Local Government Lawyer

VIA Electronic Filing

October 3, 2025

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

Re: City of Bushnell, Florida – Revised Tariff Sheets

Dear Mr. Teitzman:

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

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

- a) Second Revised Sheet No. 9.1 – *Net Metering Rate Schedule NM-1*;
- b) First Revised Sheet No. 9.2 – *Net Metering Rate Schedule NM-1*;
- c) First Revised Sheet No. 14.1 – *Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- d) First Revised Sheets No. 15.0, 15.2 – *Tri-Party Net Metering Power Purchase Agreement*;
- e) First Revised Sheet No. 16.0, 16.3, and 16.7 – *Tier 1 - Standard Interconnection Agreement Customer-Owned Renewable Generation System*;
- f) First Revised Sheet No. 17.0, 17.3, 17.6, and 17.7 – *Tier 2 - Standard Interconnection Agreement Customer-Owned Renewable Generation System*;
- g) First Revised Sheet No. 18.0, 18.1, 18.3, and 18.7 – *Tier 3 - Standard Interconnection Agreement Customer-Owned Renewable Generation System*.

Also included is a copy of the City of Bushnell City Council Ordinance 2025-12, approving the foregoing tariff sheet revisions.

Please contact our office if there are any questions.

Very truly yours,
/s/Jody Lamar Finklea
General Counsel and Chief Legal Officer

BILLING:

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

a) Customer shall be billed for the total amount of electric power and energy delivered to customer by COB in accordance with the otherwise applicable rate schedule.

b) Electric energy from the Customer Renewable Generation System shall first be used to serve the customer's own load and offset the Customer's demand for COB 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 COB system shall be deemed "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 at the rate set forth in (c) below.

c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to COB's electric system during the previous billing cycle. Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the COB in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month--. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of kilowatt hours received from the COB in the same billing cycle at a rate determined pursuant to Schedule A of the Tri-Party Net Metering Power Purchase Agreement between the COB, FMPPA and customer during the corresponding month.

d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. ~~Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, COB shall pay the customer for any unused excess energy credits.~~ Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the COB in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of the amount of kilowatt hours received from the COB in the same billing cycle at a rate determined pursuant to Schedule A of the Tri-Party Net Metering Power Purchase Agreement between the COB, FMPPA, and customer during the corresponding month.

e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by COB.

f) Regardless of whether any excess energy is delivered to COB'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.

(Continued to Sheet No. 9.2)

Issued by: ~~W. C. Spaude~~ Jessie Simmons Jr.
2025

Effective: ~~October 1, 2015~~ July 7,

Mayor, City of Bushnell

BILLING:

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

- a) Customer shall be billed for the total amount of electric power and energy delivered to customer by COB in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the Customer Renewable Generation System shall first be used to serve the customer's own load and offset the Customer's demand for COB 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 COB system shall be deemed "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 at the rate set forth in (c) below.
- c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to COB's electric system during the previous billing cycle. Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the COB in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of kilowatt hours received from the COB in the same billing cycle at a rate determined pursuant to Schedule A of the Tri-Party Net Metering Power Purchase Agreement between the COB, FMPPA and customer during the corresponding month.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the COB in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of the amount of kilowatt hours received from the COB in the same billing cycle at a rate determined pursuant to Schedule A of the **Tri-Party Net Metering Power Purchase Agreement** between the COB, FMPPA, and customer during the corresponding month.
- e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by COB.
- f) Regardless of whether any excess energy is delivered to COB'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.

(Continued to Sheet No. 9.2)

g) Customer acknowledges that its provision of electricity to COB 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 COB pursuant to this Schedule, from all participating COB customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on COB's electric system. When the COB's total AC-rated generating capacity (subject to a capacity contribution of 40 percent) used by eligible customer-owned renewable generators exceeds 5 percent of the COB's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff annual review, then COB staff shall bring the issue before city council for further review of net metering customer enrollment, with due consideration given to the impact on the COB's system and the rate impact on all COB customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.~~

INSURANCE:

Tier 1: City recommends the customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one-hundred-thousand dollars (\$100,000.00). If customer maintains such insurance, city requests customer name the city as an additional insured on such insurance policy and provide evidence of same to city.

Tier 2: City requires the customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one-million dollars (\$1,000,000.00) and to name the city as an additional insured on such policy. Customer must provide evidence of the same to the city.

Tier 3: City requires the customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00) and name the city as an additional insured on such policy. Customer must provide evidence of same to the city.

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 – 10 kW or less, No Fee

Tier 2 – greater than 10 kW and less than or equal to 100 kW - \$320.00

Tier 3 – greater than 100 kW and less than or equal to two megawatts (2MW), \$470.00 plus Study Fee – Deposit of \$1,500; ~~customer to pay actual cost (not to exceed \$2,500).~~ If the actual cost of the study is less than the \$1,500 deposit, the COB shall reimburse the customer with the difference between the deposit and the actual cost. If the actual cost of the study cost exceeds the \$1,500 deposit, COB shall bill, and customer shall be obligated to pay the difference between the study deposit and the actual cost.

Issued by: ~~W. C. Spaude~~Jessie Simmons Jr.
~~October 1, 2015~~July 7, 2025

Mayor, City of Bushnell

—Effective:

g) Customer acknowledges that its provision of electricity to COB hereunder is on a first-offered first accepted basis. When the COB's total AC-rated generating capacity (subject to a capacity contribution of 40 percent) used by eligible customer-owned renewable generators exceeds 5 percent of the COB's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff annual review, then COB staff shall bring the issue before city council for further review of net metering customer enrollment, with due consideration given to the impact on the COB's system and the rate impact on all COB customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.

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Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$1,500.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for actual costs of the study, ~~not to exceed \$2,500.00.~~ Should the actual cost of the study exceed the deposit, COB shall bill, and the customer agrees to pay, any difference between the deposit and the actual study cost prior to parallel operation of its customer-owned renewable generation system. If the actual study cost ~~be~~is less than the deposit, the difference will be refunded to the customer.

6. Required Documentation

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

A. Documentation demonstrating that the installation complies with:

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

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

C. Proof of insurance in the amount of:

Tier 1 - \$ 100,000.00 (if applicable)
Tier 2 - \$1,000,000.00
Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Issued by: W. C. SpaudeJessie Simmons Jr.
Mayor, City of Bushnell

Effective: February 9, 2012July 7, 2025

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

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C. Proof of insurance in the amount of:

Tier 1 - \$ 100,000.00 (if applicable)
Tier 2 - \$1,000,000.00
Tier 3 - \$2,000,000.00

Customer

By: _____
(Print Name)

Date: _____

(Signature)

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

**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"), The City of Bushnell, a body politic (hereinafter "City"), and _____, a retail electric Customer of the City (hereinafter "Customer").

Section 1. Recitals

1.01. City and Customer have executed City's Standard Interconnection Agreement for a Customer-owned Renewable Generation System (RGS) pursuant to which City has agreed to permit interconnection of Customer's renewable generation to City's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to City's electric distribution system;

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

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with City's electric distribution system until Customer has executed City's Standard Interconnection Agreement for Small Customer-owned Renewable Generation and complies with all terms and conditions therein. City requires that the Customer install and operate the RGS in accordance with all applicable safety codes and standards. City shall establish and enforce terms and conditions of operation and disconnection of all interconnected Customer-owned renewable generation as it relates to the ~~ae~~effect of the RGS on City's distribution system.

(Continued on Sheet No. 15.1)

**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"), The City of Bushnell, a body politic (hereinafter "City"), and _____, a retail electric Customer of the City (hereinafter "Customer").

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with City's electric distribution system until Customer has executed City's Standard Interconnection Agreement for Small Customer-owned Renewable Generation and complies with all terms and conditions therein. City requires that the Customer install and operate the RGS in accordance with all applicable safety codes and standards. City shall establish and enforce terms and conditions of operation and disconnection of all interconnected Customer-owned renewable generation as it relates to the effect of the RGS on City's distribution system.

(Continued on Sheet No. 15.1)

4.05. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating city customers, exceeds 2.55 percent (2.55.0%) of the ~~aggregate customer peak demand on City's Electric System~~City's FMPA All-Requirements Project summer coincident peak demand.

Section 5. Renewable Energy Credits

5.01. Customer 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's electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the Customer-owned renewable generation and its displacement of conventional energy generation.

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

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon sixty (60) 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 to Customer, or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or City's Standard Interconnection Agreement for Customer-owned Renewable Generation.

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.

(Continued on Sheet No. 15.3)

4.05. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating city customers, exceeds 5 percent (5.0%) of the City's FMPA All-Requirements Project summer coincident peak demand.

Section 5. Renewable Energy Credits

5.01. Customer 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's electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the Customer-owned renewable generation and its displacement of conventional energy generation.

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

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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.

(Continued on Sheet No. 15.3)

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

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

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

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

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

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

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

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

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

(Continued to Sheet No. 16.1)

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

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

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

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

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

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

(Continued to Sheet No. 16.1)

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

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

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

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

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

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

19. City recommends the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00). If customer maintains such insurance, City requests customer name the city as an additional insured on such policy and provide evidence of such to City.

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

(Continued to Sheet No. 16.4)

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

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

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

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

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

19. City recommends the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00). If customer maintains such insurance, City requests customer name the city as an additional insured on such policy and provide evidence of such to City.

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

(Continued to Sheet No. 16.4)

32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (2.5%) of the aggregate Customer peak demand on City's electric system. When the City's total AC-rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5 percent (5%) of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff review, then City staff shall bring the issue before the City Counsel for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.~~

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

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

City:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis. When the City's total AC-rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5 percent (5%) of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.

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

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

City:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

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

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

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS" or "customer owned renewable generation") is an electric generating system located on a customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

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

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

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

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

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

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

(Continued to Sheet No. 17.1)

Issued by: ~~W. C. Spaude~~Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: ~~February 9, 2012~~July 7, 2025

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

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

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS" or "customer owned renewable generation") is an electric generating system located on a customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

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

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

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

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

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

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

(Continued to Sheet No. 17.1)

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary.—. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of City's protective devices.—. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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's electric system such that back feed from the customer-owned renewable generation system to City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted ~~separate~~separately from the meter socket on an exterior surface adjacent to the meter.—. The switch shall be readily accessible to City and capable of being locked in the open position with a City padlock.—. When locked and tagged in the open position by City, this switch will be under the control of City.

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00), and to name the City as an additional insured on such policy. Customer must provide evidence of the same to City.

20. City will furnish, install, ~~own~~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 the City to Customer, and ~~also~~ measure the energy

(Continued to Sheet No. 17.4)

and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00), and to name the City as an additional insured on such policy. Customer must provide evidence of the same to City.

20. City 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 the City to Customer, and measure the energy

(Continued to Sheet No. 17.4)

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

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

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

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

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

32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis, ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate.~~

(Continued to Sheet No. 17.7)

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

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

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

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

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

32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis.

(Continued to Sheet No. 17.7)

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

~~Schedule (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (%) of the aggregate Customer peak demand on City's electric system. When the City's total AC-rated generating capacity (subject to a capacity contribution of 40 percent (40%)) used by eligible customer-owned renewable generators exceed 5 percent (5%) of the city's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA Staff annual review, the city staff shall bring the issue before the city council for further review of net metering customer enrollment, with due consideration given to the impact on the city's system and the rate impact on all city customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.~~

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

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

CITY:

By: _____

Title: _____

Date: _____

CUSTOMER:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

When the city's total AC-rated generating capacity (subject to a capacity contribution of 40 percent (40%)) used by eligible customer-owned renewable generators exceed 5 percent (5%) of the city's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA Staff annual review, the city staff shall bring the issue before the city council for further review of net metering customer enrollment, with due consideration given to the impact on the city's system and the rate impact on all city customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.

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

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

CITY:

By: _____

Title: _____

Date: _____

CUSTOMER:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

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

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

WITNESSETH

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

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

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

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

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

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

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

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

(Continued to Sheet No. 18.1)

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

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

WITNESSETH

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

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

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

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

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

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

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

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

(Continued to Sheet No. 18.1)

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site Customer-Owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify City 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 GPR must not exceed 90 percent (90%) of the Customer's City distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$470 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, ~~not to exceed \$2,500~~. Should the actual cost of the study exceed the deposit, the City shall bill, and customer agrees to pay, the difference between the deposit and the actual study cost prior to parallel operation of its customer-owned renewable generation system. ~~Should~~If the actual cost of the study ~~beis~~ less than the \$1,500 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with City's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - 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 provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-Owned renewable generation.

(Continued to Sheet No. 18.2)

Issued by: ~~W. C. Spaude~~ Jessie Simmons Jr
Mayor, City of Bushnell

Effective: ~~February 9, 2012~~ July 7, 2025

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site Customer-Owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify City 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 GPR must not exceed 90 percent (90%) of the Customer's City distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$470 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study. Should the actual cost of the study exceed the deposit, the City shall bill, and customer agrees to pay, the difference between the deposit and the actual study cost prior to parallel operation of its customer-owned renewable generation system. If the actual cost of the study is less than the \$1,500 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with City's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City from time to time.
7. The Customer certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - 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 provide for any payments under the agreement to in 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.

(Continued to Sheet No. 18.2)

and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00), and to name the City as an additional insured on such policy. Customer must provide evidence of the same to City.

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

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Mayor, City of Bushnell

Effective: ~~February 9, 2012~~July 7, 2025

and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00), and to name the City as an additional insured on such policy. Customer must provide evidence of the same to City.

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

(Continued to Sheet No. 18.4)

32. Customer acknowledges that its provision of electricity to ~~C~~city hereunder is on a first-offered first-accepted basis ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City Customers, exceeds 2.5 percent (%) of the aggregate Customer peak demand on City's electric system. When the city's total AC-rated generation capacity (subject to a capacity contribution of 40 percent (40%)) used by eligible customer-owned renewable generators exceeds 5 percent (5%) of the city's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff review, then city staff shall bring the issue before the city council for further review of net metering customer enrollment, with due consideration given to the impact on the city's system and the rate impact on all city customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.~~

33. This Agreement is solely for the benefit of ~~C~~city and ~~C~~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 ~~C~~city or ~~C~~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 ~~C~~city and ~~C~~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 ~~C~~city of the sovereign immunity applicable to ~~C~~city as established by Florida Statutes, 768.28.

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

City:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

Issued by: ~~W. C. Spaude~~Jessie Simmons Jr.
2025

Mayor, City of Bushnell

Effective: ~~February 9, 2012~~July 7,

32. Customer acknowledges that its provision of electricity to city hereunder is on a first-offered first-accepted basis. When the city's total AC-rated generation capacity (subject to a capacity contribution of 40 percent (40%)) used by eligible customer-owned renewable generators exceeds 5 percent (5%) of the city's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff review, then city staff shall bring the issue before the city council for further review of net metering customer enrollment, with due consideration given to the impact on the city's system and the rate impact on all city customers, at which time the city council reserves the right to pursue adjustments to this rate schedule.

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

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

City:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

Issued by: Jessie Simmons Jr.
Mayor, City of Bushnell

Effective: July 7, 2025

ORDINANCE NUMBER 2025-12

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL CODE OF ORDINANCES, SPECIFICALLY AMENDING CHAPTER 27, UTILITIES, ARTICLE II, ELECTRIC SERVICE, SECTION 27-37, NET METERING, AND AMENDING THE CITY OF BUSHNELL NET METERING TARIFF, RATE SCHEDULE NM-1, "NET METERING SERVICE"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bushnell, Florida, has previously adopted Chapter 27, Utilities, Article II, Electric Service, Section 27-37, Net Metering of the Code of Ordinances of the City of Bushnell, Florida; and

WHEREAS, the City of Bushnell, Florida, has reviewed the City's ordinances pertaining to the City's electric utility service as set forth in Chapter 27, Article II of the Code of Ordinances of the City of Bushnell, Florida; and

WHEREAS, the City of Bushnell, Florida, has reviewed the City's electric tariffs, specifically Rate Schedule NM-1 "Net Metering Service" within Section 27-37 of Chapter 27, Article II, of the Code of Ordinances of the City of Bushnell, Florida, pertaining to the City's provision of net metering service;

WHEREAS, the City Council of the City of Bushnell, Florida, has determined that in order to promote and serve the best interest of the health, safety, and welfare of the citizens of the City of Bushnell, Florida, it is appropriate and proper to amend and adopt changes to Chapter 27, Utilities, Article II, Electric Service, Section 27-37, Net Metering, of the Code of Ordinances and Rate Schedule NM-1 "Net Metering Service", governing, pertaining, and regarding the City's provision of electric utility service.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, THAT CHAPTER 27, UTILITIES, ARTICLE II, ELECTRIC SERVICE, SECTION 27-37, NET METERING, AND RATE SCHEDULE NM-1 "NET METERING SERVICE" OF THE CODE OF ORDINANCES OF THE CITY OF BUSHNELL, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

- 1. CHAPTER 27, UTILITIES, ARTICLE II, ELECTRIC SERVICE, SECTION 27-37, NET METERING – SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**
- 2. RATE SCHEDULE NM-1 "NET METERING SERVICE" – SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**
3. This Ordinance shall take effect upon its enactment by the City Council of the City of Bushnell, Florida.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on the 2nd day of June, 2025. Upon motion made by Vice-Mayor Barnes, and seconded by Councilwoman Davis, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr.	Yea
Councilwoman Karen Davis	Yea
Vice-Mayor/Councilman Dale Barnes	Yea
Councilman Dale Swain	Yea
Councilwoman Victoria Summerlin	Yea

THE ORDINANCE having been passed on the first reading, it was moved by Vice-Mayor Barnes that the ordinance be passed and ordained on second reading pursuant to notice of public hearing published on the 19th and 26th days of June, 2025 in the Sumter Sun Times. This Motion was seconded by Councilman Swain and upon being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr.	Yea
Councilwoman Karen Davis	Yea
Vice-Mayor/Councilman Dale Barnes	Yea
Councilman Dale Swain	Yea
Councilwoman Victoria Summerlin	Yea

Approved by me this 7th day of July, 2025.



ATTEST:

Christina Dixon

Christina Dixon - City Clerk

Jessie S

HONORABLE JESSIE SIMMONS, JR.
Mayor – Councilman

EXHIBIT "A"
Ordinance Number 2025-12

CHAPTER 27-37 WITH CHANGES

EXHIBIT A

Sec. 27-37. Net Metering

(a) **Availability.** This schedule is applicable to electric service at a single metering point throughout the entire territory served by the city. Customers may choose to participate in net metering provided that the following conditions are met:

1. The customer must take retail service from the city under an otherwise applicable rate schedule at the customer's premises.
2. The customer must own a renewable generating facility with a generating capacity that does not exceed two (2) megawatts (2 MW) that is located on the customer's premises, and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:

Tier 1	10kW or less;
Tier 2	greater than 10kW and less than or equal to 100kW;
Tier 3	greater than 100kW and less than or equal to 2MW.

3. The customer-owned renewable generation facility must be interconnected and operated in parallel with the city's electric distribution system.
4. The customer must provide the city with an executed standard interconnection agreement for customer-owned renewable generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and the City of Bushnell.

(b) **Monthly rate.** All rates charged under this schedule (SEE ARTICLE V, DIVISION II: ELECTRIC) 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 below).

(c) **Metering.** Energy metering under this schedule shall be accomplished by separately registering the flow of electricity:

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.

(d). **Billing.** Customer shall be billed for its consumption and export of excess energy as follows:

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 at the rate set forth in paragraph 3 hereof.

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. Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the City in the same billing cycle, at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of the amount of kilowatt hours received from the City in the same billing cycle at a rate determined pursuant to Appendix B of the Tri-Party Net Metering Power Purchase Agreement between the City, FMPA and customer during the corresponding month.

~~3.4. 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, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by the City of Bushnell to the customer, at City's wholesale avoided cost rate. Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the City in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of the amount of kilowatt hours received from the City in the same billing cycle at a rate determined pursuant to Appendix B of the Tri-Party Net Metering Power Purchase Agreement between the City, FMPA and customer during the corresponding month.~~

~~4.5. In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by City.~~

~~5.6. 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:~~

- a. The minimum charge as stated in the otherwise applicable rate schedule; or
- b. 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.

Customer acknowledges that its provision of electricity to the 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 two and one half (2.5) percent of the aggregate customer peak demand on City's electric system. When the City's total AC rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5% of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff annual review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.~~

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(e) **Fees.** The customer shall be required to pay the following fees for the review and processing of the application as follows. The City reserves the right to adjust the review and processing fees on an annual basis.

TABLE INSET:

Tier 1	No fee
Tier 2	\$320.00
Tier 3	\$470.00
Tier 3	Study fee -- Deposit of \$1,500.00. Customer to pay actual cost (not to exceed \$2,500.00). If the actual study cost is less than the \$1,500 deposit, the City shall reimburse the customer the difference between the deposit and the actual cost. If the actual study cost exceeds the \$1,500 deposit, City shall bill, and customer shall be obligated to pay, the difference between the study deposit and the actual cost.

(f) Additional Service Provisions. Net metering service provided for in this Section 27-37 shall be subject to the additional terms and conditions of service provided for in the City's Rate Schedule NM-1 ("Net Metering Service") as they may be amended from time to time.

Sec. 27-38. Net Metering Service for Former Sumter Electric Cooperative Customers

(a) Availability. Entire Service Area

(b) Applicability. This schedule is applicable to a customer who:

1. Was formerly a customer of Sumter Electric Cooperative ("SECO") and took service under SECO's net metering tariff, or similarly named tariff that provided for the customer's use of a customer-owned renewable generation system ("RGS") to offset the customer's electric consumption at its premises;
2. Became a City of Bushnell ("COB") retail service customer on or around October 7, 2019 under an otherwise applicable rate schedule at the premises;
3. Owns an RGS with a generating capacity that does not exceed one megawatt (1MW) alternating current that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements;

4. Is interconnected and operates in parallel with COB's electric distribution system;
5. Provides COB with an executed *Standard Interconnection Agreement for Customer-Owned Renewable Generation* and an executed *Tri-Party Net Metering Power Purchase Agreement among Florida Municipal Power Agency ("FMPA"), Customer and COB*.

This schedule shall only be applicable to such customer(s) that meet the above criteria provided that the RGS was installed at the customer's premises on or before October 7, 2019. In the event a customer removes or replaces an existing RGS at any time after commencement of service under this schedule, in a manner that increases the installed capacity of the customer-owned renewable generation, customer shall no longer be eligible for service hereunder; but may be eligible for service under COB's Rate Schedule NM-1 – Net Metering Service.

This schedule shall be applicable only to the customer of record as of October 7, 2019. In the event that there is a change in the customer of record at premises that previously took service under this rate schedule, such new customer shall not be eligible for service hereunder; but may be eligible for service under COB's Rate Schedule NM-1 – Net Metering Service.

(c) Termination.

This schedule shall be applicable until October 7, 2039. As of October 7, 2039, this schedule shall automatically terminate and any customers taking service under this schedule shall no longer be eligible for service hereunder; but may be eligible for service under COB's Rate Schedule NM-1 – Net Metering Service.

(d) Monthly Rate.

All rates charged under this schedule will be in accordance with the customer's otherwise applicable COB 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 COB will be based on the net metered usage in accordance with Billing (see below).

(e) Metering.

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

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) may be installed by customer at customer's expense, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA.

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

(f) Billing.

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

1. Customer shall be billed for the total amount of electric power and energy delivered to customer by COB in accordance with the otherwise applicable COB retail rate schedule.
2. Electric energy from the Customer-Owned Renewable Generation System shall first be used to serve the customer's own load and offset the Customer's demand for COB 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 COB 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 COB's electric system. The credit shall be equal to the dollar per kilowatt hour charge applicable to customer pursuant to the applicable COB retail rate schedule.
4. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer consumption in any corresponding month, then the excess financial credit shall be applied to the customer's bill.
5. In the event that a customer closes an account and such account has remaining financial credits pursuant to the terms herein, such credits shall be paid to the customer by COB.

Regardless of whether any excess energy is delivered to COB'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.

(Last Modified Ord 2019-37 dated Nov. 4, 2019)

EXHIBIT "B"
Ordinance Number 2025-12

RATE SCHEDULE NM-1 WITH CHANGES

EXHIBIT B

CITY OF BUSHNELL, FLORIDA

FIFTH REVISED SHEET NO. 9.0
CANCELING FOURTH REVISED SHEET NO.9.0

RATE SCHEDULE NM-1 NET METERING SERVICE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Bushnell (COB) under an otherwise applicable rate schedule at their premises,
2. Owns a renewable generating facility with a generating capacity that does not exceed two megawatts (2MW) that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements,
3. Is interconnected and operates in parallel with COB's electric distribution system,
4. Provides COB with an executed *Standard Interconnection Agreement for Customer-Owned Renewable Generation* and an executed *Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and COB*.

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 COB will be based on the net metered usage in accordance with Billing (see below).

METERING:

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

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

BILLING:

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

- a) Customer shall be billed for the total amount of electric power and energy delivered to customer by COB in accordance with the otherwise applicable rate schedule.

(Continued to Sheet No. 9.1)

b) Electric energy from the Customer Renewable Generation System shall first be used to serve the customer's own load and offset the Customer's demand for COB 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 COB system shall be deemed as "excess customer-owned renewable generation." Excess customer-owned renewable generation shall be purchased in the form of a credit on the customer's monthly energy consumption bill.

c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to COB's electric system during the previous billing cycle at the rate set forth in the following paragraph d). ~~The credit shall be determined in accordance with the Tri-Party Net Metering Power Purchase Agreement.~~

~~d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, COB shall pay the customer for any unused excess energy credits.~~

d) Customer shall receive a credit for the kilowatt hours of excess customer-owned renewable generation up to the amount of kilowatt hours received from the City in the same billing cycle at the full retail rate for the customer's applicable rate schedule during the corresponding month. Customer shall receive a credit for any kilowatt hours of excess customer-owned renewable generation in excess of the amount of kilowatt hours received from the City in the same billing cycle at a rate determined pursuant to Appendix B of the Tri-Party Net Metering Power Purchase Agreement between the City, FMPA and customer during the corresponding month. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill.

e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by COB.

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

g) Customer acknowledges that its provision of electricity to COB hereunder is on a first-offered first accepted basis. When the City's total AC rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5% of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff annual review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule, and subject to diminution and/or rejection in the event the total amount of electricity delivered to COB pursuant to this Schedule, from all participating

~~COB customers, exceeds 2.5 percent(%) of the aggregate customer peak demand on COB's electric system.~~

INSURANCE:

Tier 1: City recommends the customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00). If customer maintains such insurance, City requests customer name City as an additional insured on such insurance policy, and provide evidence of the same to City.

Tier 2: City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00), and name City as an additional insured on such policy. Customer must provide evidence of the same to City.

Tier 3: City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00) and name City as an additional insured on such policy. Customer must provide evidence of the same to City.

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 - 10 kW or less, No Fee

Tier 2 - greater than 10 kW and less than or equal to 100 kW - \$320.00

Tier 3 - greater than 100 kW and less than or equal to two megawatts (2MW). \$470.00 plus Study Fee - Deposit of \$1,500; customer to pay actual cost of study(not to exceed \$2,500). If the actual study cost exceeds the \$1,500 deposit, City shall bill, and customer shall be obligated to pay, the difference between the study deposit and the actual cost.

Issued by: W. C. Spaude
Mayor, City of Bushnell

Effective: February 9, 2012

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

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

City of Bushnell Electric Utility (COB) customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with COB's electrical system are required to complete this application. When the completed application and fees are returned to City of Bushnell Electric Utilities, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at City Hall, 117 E. Joe P. Strickland Jr. Ave., Bushnell, FL, or may be downloaded from the city website at www.cityofbushnellfl.com.

1. Customer Information

Name:

Mailing Address:

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number:

Email Address: _____ Fax Number: _ _ _ _ _

Customer Account Number:

2. RGS Facility Information

Facility Location:

Customer Account Number:

RGS Manufacturer:

Manufacturer's Address:

Reference or Model Number:

Serial Number:

3. Facility Rating Information

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

(Continued to Sheet No. 14.1)

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$1,500.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for actual costs of the study; ~~not to exceed \$2,500.00~~. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Should the actual cost of the study exceed the deposit, COB shall bill, and customer agrees to pay, the difference between the deposit and the actual study cost prior to parallel operation of its customer-owned renewable generation system.

6. Required Documentation

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

A. Documentation demonstrating that the installation complies with:

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

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

C. Proof of insurance in the amount of:

Tier 1 - \$ 100,000.00 (if applicable)
Tier 2 - \$1,000,000.00
Tier 3 - \$2,000,000.00

Customer

Mayor, City of Bushnell

By: _____
(Print Name)

(Signature)

Issued by: W. C. Spaude

Date: _ _ _ _ _

Effective: ~~February 9, 2012~~

**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"), The City of Bushnell, a body politic (hereinafter "City"), and _____ a retail electric Customer of the City (hereinafter "Customer").

Section 1. Recitals

1.01. City and Customer have executed City's Standard Interconnection Agreement for a Customer-owned Renewable Generation System (RGS) pursuant to which City has agreed to permit interconnection of Customer's renewable generation to City's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to City's electric distribution system;

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

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with City's electric distribution system until Customer has executed City's Standard Interconnection Agreement for Small Customer-owned Renewable Generation and complies with all terms and conditions therein. City requires that the Customer install and operate the RGS in accordance with all applicable safety codes and standards. City shall establish and enforce terms and conditions of operation and disconnection of all interconnected Customer-owned renewable generation as it relates to the ~~affect~~effect of the RGS on City's distribution system.

(Continued on Sheet No. 15.1)

Issued by: W. C. Spaude
Mayor, City of Bushnell

Effective: February 9, 2012

Section 3. Metering

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

Section 4. Purchase of Excess Customer-owned Renewable Generation

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

4.02. Excess Customer-owned renewable generation shall be delivered to the City'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 and is delivered to City's electric distribution system. FMPA agrees to purchase and receive, and Customer 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's monthly energy consumption bill from City.

4.03. In the event that a given monthly credit for excess Customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy on subsequent bills consumption bill 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 to the Customer in accordance with the City's Net Metering Service Rate Schedule.

4.04. FMPA and City shall not be required to purchase or receive excess Customer-owned renewable generation, and may require Customer 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 equipment or part of the City's electric system; or (b) if either FMPA or City 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.

(Continued on Sheet No. 15.2)

4.05. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating city customers, exceeds 2.55 percent (2.5%) of the of the City's FMPA All-Requirements Project summer coincident peak demand-aggregate customer peak demand on City's Electric System.

Section 5. Renewable Energy Credits

5.01. Customer 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's electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the Customer-owned renewable generation and its displacement of conventional energy generation.

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

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon sixty (60) 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 to Customer, or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or City's Standard Interconnection Agreement for Customer-owned Renewable Generation.

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.

(Continued on Sheet No. 15.3)

7.02 Amendment. It is understood and agreed that FMPA and City 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 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 will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and City, 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 to install, furnish, repair, replace or maintain the Customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. 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 Sumter County, Florida, or the United States District Court as appropriate.

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

7.06. 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.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, City, and Customer and no right nor shall any cause of action 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, 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

(Continued on Sheet No. 15.4)

provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, City, 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 either FMPA or City of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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

City of Bushnell

By: _____
Title: _____
Date: _____

Florida Municipal Power Agency

By: _____
Title: _____
Date: _____

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Customer's utility Account Number: _____

(Continued on Sheet No. 15.5)

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

**All-Requirements Project
Calculation of
Excess Customer-owned Renewable Generation Credit**

FMPA shall pay City for the excess kWh energy delivered by Customer-owned renewable generation to City's electric system. Every month, City shall determine the total kWh of Customer-owned renewable generation delivered to City's electric system, and shall submit to FMPA the kWh delivered to the grid that quarter at least by the sixth (6th) business day of the month beginning January 2011. FMPA will then provide a payment to City 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.

As part of the monthly bill adjustment, FMPA will also increase City'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's system has been purchased by FMPA, but will remain on City's system and be used by City to meet its other Customers' electric needs. As a result, City's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to City.

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

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

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS" or "customer-owned renewable generation") is an electric generating system located on a customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

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

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

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

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

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

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

(Continued to Sheet No. 16.1)

Issued by: W. C. Spaude
Mayor, City of Bushnell

Effective: ~~February 9, 2012~~

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify City of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's City distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with City's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - 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 provide for any

(Continued to Sheet No. 16.2)

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

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

10. Prior to commencing parallel operation with City'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.

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

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

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

(Continued to Sheet No. 16.3)

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

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

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

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

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

19. City recommends the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00). If customer maintains such insurance, City requests customer name City as an additional insured on such insurance policy, and provide evidence of the same to City.

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

(Continued to Sheet No. 16.4)

be metered to measure the energy delivered by City to Customer, and also measure the energy delivered by Customer to City. 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.

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

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide City 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, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, City, 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 shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

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

(Continued to Sheet No. 16.5)

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

25. Upon termination of services pursuant to this Agreement, City 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's electric supply system, notify City that the isolation is complete, and coordinate with City for return of City'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, 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.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City's electrical distribution system, irrespective of any fault on the part of City.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

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

(Continued to Sheet No. 16.6)

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

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

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

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

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

(Continued to Sheet No. 16.7)

32. Customer acknowledges that its provision of electricity to City hereunder is on a first- offered first-accepted basis, ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (2.5%) of the aggregate Customer peak demand on City's electric system. When the City's total AC rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5% of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff semiannualannual review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.~~

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

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

City:

By : _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:

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

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

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS" or "customer owned renewable generation") is an electric generating system located on a customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and,

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

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

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

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

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

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

(Continued to Sheet No. 17.1)

Issued by: W. C. Spaude

Effective: February 9, 2012

Mayor, City of Bushnell

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with CITY distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the customer's responsibility to notify CITY 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 GPR must not exceed 90 percent (90%) of the Customer's City distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$320 for the review and processing of the application.
6. The Customer shall fully comply with City's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System,
 - 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 provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by

(Continued to Sheet No. 17.2)

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

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

10. Prior to commencing parallel operation with City'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.

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

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

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

14. The Customer shall not energize the City system when City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system
(Continued to Sheet No. 17.3)

and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non- automatic reclosing of City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00), and name City as an additional insured on such policy. Customer must provide evidence of the same to City.

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

(Continued to Sheet No. 17.4)

delivered by Customer to City. 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.

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

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide City 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, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, City, 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 shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. City 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 equipment, any part of City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on City's utility system due to the operation of the Customer's generation or protective equipment as determined by City.

(Continued to Sheet No. 17.5)

- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of City's other electric consumers caused by the Customer's generation as determined by City
 - e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of City.
 - f. When the Customer fails to make any payments due to City by the due date thereof.
25. Upon termination of services pursuant to this Agreement, City 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 ROS and any associated equipment from City's electric supply system, notify City that the isolation is complete, and coordinate with City for return of City'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, 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.
 - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City's electrical distribution system, irrespective of any fault on the part of City.
 - c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees. Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.
27. Customer shall not have the right to assign its benefits or obligations under this Agreement without City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the ROS, Customer shall provide written notice to City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.
28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto

(Continued to Sheet No. 17.6)

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

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

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

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

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

32. Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis, ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate~~

(Continued to Sheet No. 17.7)

Issued by: W. C. Spaude

Effective: ~~February 9, 2012~~

Mayor, City of Bushnell

Schedule (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (%) of the aggregate Customer peak demand on City's electric system. When the City's total AC rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5% of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff semiannual annual review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.

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

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

CITY:

CUSTOMER:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City Account Number: _____

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

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

WITNESSETH

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

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

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

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

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

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

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

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

(Continued to Sheet No. 18.1)

Issued by: W. C. Spaude
Mayor, City of Bushnell

Effective: February 9, 2012

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site Customer-Owned renewable generation system that will be interconnected to and operate in parallel with City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify City 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 GPR must not exceed 90 percent (90%) of the Customer's City distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$470 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, ~~not to exceed \$2,500~~. Should the actual cost of the study be less than the \$1,500 deposit, the difference shall be refunded to the Customer. Should the actual cost of the study exceed the deposit, COB shall bill, and customer agrees to pay, the difference between the deposit and the actual study cost prior to parallel operation of its customer-owned renewable generation system
6. The Customer shall fully comply with City's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - 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 provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the Customer-Owned renewable generation.

| Issued by: W. C. Spaude
Mayor, City of Bushnell

Effective: ~~February 9, 2012~~

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

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

10. Prior to commencing parallel operation with City'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.

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

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

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

14. The Customer shall not energize the City system when City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system

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and/or upon any notice from City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer and City's systems.

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

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

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

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

19. City requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00), and name City as an additional insured on such policy. Customer must provide evidence of the same to City.

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

(Continued to Sheet No. 18.4)

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.

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

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide City 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, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, City, 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 shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. City 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 equipment, any part of City's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on City's utility system due to the operation of the Customer's generation or protective equipment as determined by City.

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

25. Upon termination of services pursuant to this Agreement, City 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's electric supply system, notify City that the isolation is complete, and coordinate with City for return of City'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, 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.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City's electrical distribution system, irrespective of any fault on the part of City.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

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

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

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

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

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

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

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

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Customer acknowledges that its provision of electricity to City hereunder is on a first-offered first-accepted basis, ~~and subject to diminution and/or rejection in the event the total amount of electricity delivered to City pursuant to the City's Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating City Customers, exceeds 2.5 percent(%) of the aggregate Customer peak demand on City's electric system~~ When the City's total AC rated generating capacity (subject to a capacity contribution of 40%) used by eligible customer-owned renewable generators exceeds 5% of the City's FMPA All-Requirements Project summer coincident peak demand, based on an FMPA staff semiannualannual review, then City staff shall bring the issue before the City Council for further review of net metering customer enrollment, with due consideration given to the impact on the City's system and the rate impact on all City customers, at which time the City Council reserves the right to pursue adjustments to this rate schedule.

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

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

City:

Customer:

By : _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City Account Number:
