

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

TIER 1 - 10 KW or Less

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

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

The City of Fort Meade customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Fort Meade's electrical system are required to complete this application. When the completed application and fees are returned to City of Fort Meade, 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 the City of Fort Meade , City Hall 8 West Broadway, or City website, www.cityoffortmeade.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.)

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 \$300.00 for Tier 2 and \$400.00 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 \$3,000.00. Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.

6. Required Documentation

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

C. Proof of insurance in the amount of:

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

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 Fort Meade (hereafter called "**City of Fort Meade**"), a body politic. Customer and City of Fort Meade shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:

_____.

WITNESSETH

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

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

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

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

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

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

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

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Fort Meade.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City of Fort Meade distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify City of Fort Meade of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's City of Fort Meade distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$300.00 for the review and processing of the application.
6. The Customer shall fully comply with City of Fort Meade's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City of Fort Meade from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - 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. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than City of Fort Meade, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

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

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

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

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

1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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

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

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

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

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

requirements of Sections 18 and 19, below, and within one (1) year after City of Fort Meade executes this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of

any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of City of Fort Meade's electrical distribution system.

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

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

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

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

of Fort Meade of the sovereign immunity applicable to City of Fort Meade as established by Florida Statutes, 768.28.

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

City of Fort Meade:

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Fort Meade Account Number:
