

**CITY OF QUINCY, FLORIDA  
REGULAR MEETING  
CITY COMMISSION  
AGENDA REQUEST**

**Date of Meeting:** Thursday, May 12, 2022

**Date Submitted** April 25, 2022

**To:** Honorable Mayor and Members of the City Commission

**From:** Dr. Beverly Nash, Ph.D., Interim City Manager  
Robin Ryals Utilities Director

**Subject:** Required Interconnection Agreements for Residential Solar Contracts and Rate Structure – Rooftop Solar - REVISITED

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**Statement of Issue/Justification:**

Historically, the City Commission has struggled with the “rooftop” solar industry and the city’s position concerning solar applications, building inspections, and rate payback for customers regarding unused solar kWh (kilowatt hours).

The current city’s rate structure operates with a base sale rate that includes transmission costs, fuel adjustment costs added to this base rate, in addition to a meter charge and Hurricane Michael Fees until the Hurricane Michael fee sunsets.

A portion of the base rate is what the city makes as a type of margin to operate the “Enterprise” portion for funding of utilities. Last year over \$4.3 million dollars was transferred to general funds-operations.

Our rate structure concerning Solar Charges and kWh purchase from unused credits must be published with the PSC (Florida Public Service Commission).

The Utilities Department has been in contact with the FMPA (Florida Municipal Power Association) and Mr. Jody Finklea who is Legal representation with the FMPA. The City’s liaison, Mr. Mike McCleary, paired us with Mr. Finklea assisted the City in development of the best legal interest and rate purchase agreements, to not create long-term financial and infrastructure burden to the non-solar constituents who live in the City of Quincy.

The City of Quincy needs to file a rate structure relative to net metering to the Florida Public Service Commission. Staff recommends the attached net metering service rate schedule (2022).

**General Recommendation:**

The City of Quincy needs to adopt a rate of by-back to pay the customer for avoided costs in the purchase of unused kWh by solar generation per the recommended Standard Interconnection Agreements, Tier 1 and 2. Based on actual purchase cost of wholesale electric kWh for the month the credits are earned.

**Options:**

**Option 1:**                **Approve the Net Metering Service Rate Schedule (2022), and the recommended Standard Interconnection Agreements, Tier 1 and 2.**

Option 2.                Provide direction to staff from City Commission for amendments.

**Staff Recommendation:**

**Option 1**

**Attachment(s):**

1. Application: City of Quincy – for Interconnection of Customer-Owned Renewable Generation Systems
2. City of Quincy’s Report to Florida Municipal Electric Association – Interconnection and Net Metering of Customer-Owned Generation of Solar, Calendar Year 2020
3. Tier 1 – Standard Interconnection Agreement – Customer-Owned Renewable Generation System
4. Tier 2 - Standard Interconnection Agreement – Customer-Owned Renewable Generation System
5. City of Quincy – Net Metering Service Rate Schedule 2022
6. Proposed Rooftop Solar Application Procedures
7. 2021 – Summary of FMPA-ARP Net Metering Excess Customer-Owned Renewable Generation Credit Rates

Electric/Engineering/Gas/Water/Sewer

423 W. Washington Street  
Quincy, Florida 32351

Phone: (850) 618-0040  
Fax: (850) 875-7357

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

Circle One:

TIER 1 - 10 KW or Less

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

City of Quincy customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with the City of Quincy's electrical system are required to complete this application. When the completed application and fees are returned to the City of Quincy, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City of Quincy Department of Utilities, 423 W. Washington St., or may be obtained via email or facsimile upon request by calling the City of Quincy Utilities Department at 850-618-0040.

**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 \$100 for Tier 1 and \$250 for Tier 2 installations.

### 5. Required Documentation

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

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

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

C. Proof of General Liability Insurance or Personal Injury and Property Damage Liability Insurance in the amount shown below.

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

### Customer

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

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

**City of Quincy's Report to Florida Municipal Electric Association  
Interconnection and Net Metering of  
Customer-Owned Generation of Solar  
Calendar Year 2020**

Name of Utility City of Quincy  
 Contact: Robin Ryals  
 Title: Director, Utilities Department  
 Telephone: 850-618-0040  
 E-Mail: [ryals@myquincy.net](mailto:ryals@myquincy.net)  
 Date: 2/2/2022

	Customer #	County	Renewable Technology utilized	KW Capacity (DC) 100%	Gross Power Rating (AC) 85%	Interconnect Date	Total Energy Payment Made to Customer for Calendar Year 2020	Total Energy Payment Made to Customer from the City of Quincy	Total projected kWh per year generated - solar panels	Possible Lost Revenue Produced kWh minus kWh Delivered to Grid
1	1053	Gadsden	solar	5.2	4.42	9/4/2014	\$78	\$1,336	8,067	6,676
2	240	Gadsden	solar	7.22	6.14	8/1/2021	\$91	\$91	12,326	10,751
3	395	Gadsden	solar	10.08	8.56	10/1/2020	\$248	\$1,336	17,184	12,772
4	4007	Gadsden	solar	17.42	14.8	10/1/2020	\$573	\$1,272	29,711	19,491
5	5330	Gadsden	solar	24.96	21.22	10/1/2020	\$781	\$1,296	42,599	28,679
6	8380	Gadsden	solar	10.72	9.11	10/1/2020	\$559	\$757	18,288	8,329
7	8527	Gadsden	solar	6.3	5.4	8/27/2019	\$80	\$182	11,041	9,607
8	8528	Gadsden	solar	3.9	3.32	11/1/2020	\$225	\$317	6,665	2,658
9	865	Gadsden	solar	9.92	8.43	11/1/2020	\$170	\$194	16,932	13,898
	<b>Total</b>			<b>59.68</b>	<b>50.72</b>		<b>\$2,805</b>	<b>\$6,781</b>	<b>162,813</b>	<b>112,861</b>



## CITY OF QUINCY NET METERING SERVICE RATE SCHEDULE (2022)

**AVAILABLE:** Entire Service Area

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

Takes retail service from the City of Quincy under an otherwise applicable rate schedule at their premises.

1. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises, and is primarily intended to offset part of a Retail customer's electric requirements. The City of Quincy may not approve the pairing of an oversize renewable generation system with battery which may exceed retail customers requirements. A customer's electrical Customer's renewable generation system shall fall within one of the following ranges:
  - Tier 1 = 10 kW or less.
  - Tier 2 = greater than 10 kW and less than or equal to 100 kW.
2. Is interconnected and operates in parallel with the City of Quincy's electric distribution system.
3. Provides the City of Quincy with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation.

### **MONTHLY RATE:**

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A Customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by the City of Quincy will be based on the delivered 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) delivered from the City of Quincy; and (2) excess energy (kWh) generated by Customer and received by the City of Quincy's electric system. Such meter shall be installed at the point of delivery at the expense of the City of Quincy. The customer's electric service entrance and city approved meter socket (single-phase or three-phase as appropriate) shall be furnished, installed, and maintained at the expense of the customer.

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

Any meter or meters installed to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated)

shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the customer's credits to the City of Quincy.

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

- a) Electric energy produced by the customer-owned renewable generation system shall first be used to serve the Customer's own load and offset the Customer's demand for the City of Quincy 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 received by the City of Quincy is deemed to be "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to Customer by the City of Quincy during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Quincy in the form of a \$/kWh credit on the Customer's monthly energy consumption bill. Each billing cycle, Customer shall be credited for the total amount of excess energy generated by the customer owned renewable generation that is delivered to the City of Quincy's electric system during the previous billing cycle. The \$/kWh credit from the City of Quincy shall be equal to the City of Quincy's wholesale avoided cost. For purposes of this schedule, the City of Quincy's "wholesale avoided cost" is the actual cost incurred by the City of Quincy for the purchase of wholesale power to serve its retail requirements, on a \$/kWh basis as determined by the City of Quincy, for the month prior to the month of the customer's billing, subject to all fluctuations in the cost of wholesale power, but excluding costs associated with transmission and ancillary services.
- d) If a given \$/kWh credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding billing period, then the excess \$/kWh credit shall be applied to the Customer's subsequent bill. Excess energy \$/kWh credits produced shall be used to offset next month's utility bill. In the last billing cycle of each year, any unused \$/kWh credits shall be paid by the City of Quincy to the customer, at the City of Quincy's wholesale avoided cost.
- e) If a Customer closes an account, any of the Customer's unused excess energy \$/kWh credits shall be paid to the last address or forwarding address by check within 180 days. The customer should contact the City of Quincy Customer Service Department to complete procedures for closing an account.
- f) Regardless of whether any excess energy is delivered to the City of Quincy's electric system in each billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.

g) Customer acknowledges that its provision of electricity to the City of Quincy hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Quincy pursuant to this Schedule, from all participating City of Quincy customers, exceeds 0.62 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system. In no case does the Tier 1 and 2 interconnect agreements cover the GPR above 100 kilowatts (kW).

**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.

- a. Tier 1 – \$100
- b. Tier 2 - \$250





423 W. Washington Street  
Quincy, Florida 32351

Phone: (850) 618-0040  
Fax: (850) 875-7357

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

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

\_\_\_\_\_.

**WITNESSETH**

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

**Whereas** the City of Quincy operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area of approximately 22 square miles; and

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

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

**Whereas** the City of Quincy desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City of Quincy customers and employees, reliability, and integrity of its distribution system.

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

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of Quincy of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City of Quincy distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An Increase in GPR above the 10-kWh limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).
2. The RGS GPR must not exceed 90% of the City of Quincy's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.
4. The Customer shall fully comply with the City of Quincy's Rules and Regulations and Electric Service Requirements and Specifications as those documents may be amended or revised by the City of Quincy from time to time.
5. The Customer certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
  - a. IEEE-1547 - Standard for Interconnecting Distributed Resources with Electric Power System.
  - b. IEEE-1547.1 - Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems.
  - c. UL-1741- 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. Has been approved by the Florida Solar Energy Center (FSEC Std. 203-5).
  - f. The manufacturer's installation, operation, and maintenance instructions.
6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail/wholesale purchase of electricity; or the retail/wholesale sale of electricity from the customer-owned renewable generation.

Notwithstanding this restriction, if Customer is determined to have engaged in the retail/wholesale purchase of electricity from a party other than the City of Quincy, 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 and/or a court of law for breach of contract.

7. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the City of Quincy. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City of Quincy.
8. Prior to commencing parallel operation with the City of Quincy's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City of Quincy.
9. The Customer agrees to permit the City of Quincy, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City of Quincy will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Quincy may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City of Quincy access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City of Quincy's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City of Quincy advising the City of Quincy of the date and time at which Customer intends to place the system in service, and the City of Quincy shall have the right to have personnel present on the in-service date to ensure compliance with the requirements of this Agreement.
10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Quincy system upon a loss of the City of Quincy power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; and (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City of Quincy with sixty (60) days advance written notice of the addition.
12. The Customer shall not energize the City of Quincy system when the City of Quincy's system is reenergized. The Customer shall cease to energize the City of Quincy system during a faulted condition on the City of Quincy system and/or upon any notice from the City of Quincy that the reenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City of Quincy system prior to automatic or non-automatic reclosing of the City of Quincy's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Quincy's systems.

13. The Customer is solely responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City of Quincy's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components, and related accessories of its RGS system, due to the normal or abnormal operation of the City of Quincy's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer owned renewable generation system and any Customer wiring connected to the City of Quincy's electric system, such that back feed from the customer-owned renewable generation system to the City of Quincy's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City of Quincy and capable of being locked in the open position with a City of Quincy padlock. When locked and tagged in the open position by the City of Quincy, this switch will be under the control of the City of Quincy.
15. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the City of Quincy within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City of Quincy at least thirty (30) calendar days prior to beginning parallel operations with the City of Quincy's electric system, and within one (1) year after the City of Quincy executes this Agreement.
16. Once the City of Quincy 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 Quincy representative, the City of Quincy will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.
17. The City of Quincy requires the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00)
18. The City of Quincy will furnish, install, own, and maintain a meter capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's electric service entrance associated with the RGS will be complete with a city approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed, and maintained at the expense of the customer. 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 meter necessary to measure the energy delivered by the City of Quincy to the Customer, and measure the energy received from the Customer to the City of Quincy.
19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance, and ownership of the RGS.
20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide the City of Quincy with a copy of

the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Quincy, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Quincy inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Quincy's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for all losses, claims, damages and/or expenses related in any way to the operation or disoperation of its RGS equipment.
22. Notwithstanding any other provision of this Interconnection Agreement, the City of Quincy, 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 to cease to exist. The City of Quincy shall have no obligation to compensate the Customer for any loss of energy during all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City of Quincy's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:
  - a. The City of Quincy 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 Quincy equipment, any part of the City of Quincy's electrical distribution system or Customer's generating system.
  - c. Hazardous conditions existing on the City of Quincy's utility system due to the operation of the Customer's generation or protective equipment as determined by the City of Quincy.
  - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City of Quincy's other electric consumers caused by the Customer's generation as determined by the City of Quincy
  - e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City of Quincy.
  - f. When the Customer fails to make any payments due to the City of Quincy by the due date thereof.
23. Upon termination of services pursuant to this Agreement, the City of Quincy shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City of Quincy's electric supply system, notify the City of Quincy that the isolation is complete, and coordinate with the City of Quincy for return of the City of Quincy's lock.
24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Quincy, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses,

and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this

Interconnection Agreement, irrespective of any fault on the part of the City of Quincy.

- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Quincy's electrical distribution system, irrespective of any fault on the part of the City of Quincy.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of all the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

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

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

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

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this

Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City of Quincy's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Quincy, including the City of Quincy's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
29. The City of Quincy 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. If such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City of Quincy and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.
30. Customer acknowledges that its provision of electricity to the City of Quincy hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Quincy pursuant to the City of Quincy's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Quincy customers, exceeds 0.062 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system.
31. This Agreement is solely for the benefit of the City of Quincy and Customer and no right, nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City of Quincy or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City of Quincy and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of Quincy of the sovereign immunity applicable to the City of Quincy as established by Florida Statutes, 768.28.
32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits, that are derived from the energy generated by these systems. The Customer agrees that the City of Quincy retains full rights and ownership to these credits.

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

**City of Quincy:**

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

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

Date: \_\_\_\_\_  
(Signature)

**Customer:**

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

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

City of Quincy 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 \_\_\_\_\_ in \_\_\_\_\_, Florida, and the City of Quincy (hereafter called "City of Quincy"), a body politic. Customer and the City of Quincy 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 located at 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** the City of Quincy operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area of approximately 22 square miles; and

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

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

**Whereas** the City of Quincy desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of the City of Quincy customers and employees, reliability, and integrity of its distribution system.

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

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of Quincy of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City of Quincy distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An Increase in GPR above the 10-kWh limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).
2. The RGS GPR must not exceed 90% of the City of Quincy's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
3. The Customer shall be required to pay a non-refundable application fee of \$250 for the review and processing of the application.
4. The Customer shall fully comply with the City of Quincy's Rules and Regulations and Electric Service Requirements and Specifications as those documents may be amended or revised by the City of Quincy from time to time.
5. The Customer certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
  - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System.
  - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems.
  - c. UL-1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment

for Use with Distributed *Energy Resources*.

1. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes.
  - e. The manufacturer's installation, operation, and maintenance instructions.
6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the
7. retail/ wholesale purchase of electricity; or the retail/wholesale sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, if Customer is determined to have engaged in the retail/wholesale purchase of electricity from a party other than the City of Quincy, 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 and/ or a court of law for breach of contract.
8. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the City of Quincy. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City of Quincy.
9. Prior to commencing parallel operation with the City of Quincy's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City of Quincy.
10. The Customer agrees to permit the City of Quincy, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City of Quincy will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Quincy may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City of Quincy access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City of Quincy's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City of Quincy advising the City of Quincy of the date and time at which Customer intends to place the system in service, and the City of Quincy shall have the right to have personnel present on the in-service date to ensure compliance with the requirements of this Agreement.

11. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Quincy system upon a loss of the City of Quincy 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).
12. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; and (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City of Quincy with sixty (60) days advance written notice of the addition.
13. The Customer shall not energize the City of Quincy system when the City of Quincy's system is de-energized. The Customer shall cease to energize the City of Quincy system during a faulted condition on the City of Quincy system and/or upon any notice from the City of Quincy that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City of Quincy system prior to automatic or non-
14. automatic reclosing of the City of Quincy's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Quincy'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 the City of Quincy's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components, and related accessories of its RGS system, due to the normal or abnormal operation of the City of Quincy'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 Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer owned renewable generation system and any Customer wiring connected to the City of Quincy's electric system, such that back feed from the customer-owned renewable generation system to the City of Quincy's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City of Quincy and capable of being locked in the open position with a City of Quincy padlock. When locked and tagged in the open position by the City of Quincy, this switch will be under the control of the City of Quincy.

- Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the City of Quincy within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City of Quincy at least thirty (30) calendar days prior to beginning parallel operations with the City of Quincy's electric system, and within one (1) year after the City of Quincy executes this Agreement.
18. Once the City of Quincy 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 Quincy representative, the City of Quincy will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.
  19. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00). Customer shall name the City of Quincy as an additional insured on Customer's general liability insurance policy.
  20. The City of Quincy will furnish, install, own, and maintain a meter capable of measuring the flow of kilowatt-hours (kWh) of energy. Such meter shall be installed at the point of delivery at the expense of the City of Quincy. The Customer's electric service entrance associated with the RGS will be complete with a city approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed, and maintained at the expense of the customer. The style of service entrance will be determined by the rating, size, and type of facility. 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 meter necessary to measure the energy delivered by the City of Quincy to the Customer, and measure the energy received from the Customer to the City of Quincy.
  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 the City of Quincy 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.

- In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Quincy, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Quincy inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Quincy's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for all losses, claims, damages and/or expenses related in any way to the operation or disoperation of its RGS equipment.
24. Notwithstanding any other provision of this Interconnection Agreement, the City of Quincy, 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 to cease to exist. The City of Quincy shall have no obligation to compensate the Customer for any loss of energy during all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City of Quincy's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:
- a. The City of Quincy 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 Quincy equipment, any part of the City of Quincy's electrical distribution system or Customer's generating system.
  - c. Hazardous conditions existing on the City of Quincy's utility system due to the operation of the Customer's generation or protective equipment as determined by the City of Quincy.
  - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City of Quincy's other electric consumers caused by the Customer's generation as determined by the City of Quincy
  - e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City of Quincy.
  - f. When the Customer fails to make any payments due to the City of Quincy by the due date thereof.
25. Upon termination of services pursuant to this Agreement, the City of Quincy shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City of Quincy's electric supply system,

notify the City of Quincy that the isolation is complete, and coordinate with the City of Quincy for return of the City of Quincy's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City of Quincy, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:
- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City of Quincy.
  - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Quincy's electrical distribution system, irrespective of any fault on the part of the City of Quincy.
  - c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of all 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 the City of Quincy's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City of Quincy 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 the City of Quincy 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.

This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Quincy's Tariff as it may be modified, changed, or amended from time to time, including any

amendments modification or changes to the City of Quincy's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Quincy agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Gadsden County, Florida, and the City of Quincy 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 all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

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

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City of Quincy, including the City of Quincy'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. The City of Quincy 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. If such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City of Quincy 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 the City of Quincy hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Quincy pursuant to the City of Quincy's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Quincy



customers, exceeds 0.62 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system.

- 33. This Agreement is solely for the benefit of the City of Quincy and Customer and no right, nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City of Quincy or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City of Quincy and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of Quincy of the sovereign immunity applicable to the City of Quincy as established by Florida Statutes, 768.28.
- 34. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits, that are derived from the energy generated by these systems. The Customer agrees that the City of Quincy retains full rights and ownership to these credits.

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

**City of Quincy:**

**Customer:**

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

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

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

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

\_\_\_\_\_

(Signature)

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

City of Quincy Account Number: \_\_\_\_\_

## **PROPOSED ROOFTOP SOLAR APPLICATION PROCEDURES** **City of Quincy, Florida**

1. The customer must go to the Building and Planning Department (City Hall) and pick-up the required City of Quincy's application for Interconnection of Customer-Owned Renewable Generation Systems.
2. Documentation is required by the solar company to fill-out the required initial application and provide the necessary information, i.e., installation of panels plan.
3. When the initial application has been completed and all documentation provided, the customer must turn-in the completed initial application for approval or disapproval by the Building and Planning Department. A permit cost is required.
4. The Building and Planning Department will attach a copy of the customer's total yearly consumption report (ADG System) to the application. The Building and Planning Department will review the report and determine an allowable KW production size. That information will be recommended to the customer as the most feasible consideration for off-set generation.
5. The initial application will be submitted to the Utilities Department for review and consideration regarding infrastructure affect (safety and size). When approved or disapproved, the Utilities Department will return signed/with approval or disapproved statement to the Building and Planning Department.

6. If approved, the customer will be notified in writing or email within 10 days and all fees must be paid at this point, i.e., electrical, and building inspection.
7. The Gadsden County Building Inspection Department will notify the Utilities Department of construction approval.
8. Once notification has been received, the City of Quincy's Utilities Department will install the appropriate meter.
9. The City of Quincy will notify the customer as to the availability of solar/net metering. The Finance and Utilities Departments will immediately activate a customer account.

**Summary of FMPA-ARP Net Metering Excess Customer-Owned Renewable Generation  
Credit Rates (as of 4/27/2021)<sup>1</sup>**

6 = Wholesale avoided energy cost

2\* = Full retail rate

- 1 of which currently revising rate schedule to hybrid approach (retail rate for grandfathered customers, avoided cost for all others)

5 = Other/hybrid approach

- 2 = Wholesale avoided energy cost plus a demand credit
- 2 = Full retail rate for certain grandfathered customers; wholesale avoided energy cost for all others
- 1 = Full retail rate up to amount of consumption; avoided cost in excess

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**Summary Language**

**Bushnell** – Full retail rate for excess customer-owned generation up to the amount of kWhs received from Bushnell during same billing cycle. Avoided wholesale energy cost for excess customer-owned generation in excess of kWhs received from Bushnell during same billing cycle. Excess credits applied to next month's bill. Remaining credit paid at end of 12 months.

**Clewiston** – Wholesale avoided energy cost. Excess credits applied to next month's bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate.

**Fort Meade** – Unknown (*FMPA has put in request to PSC and Ft. Meade for rate information*)

**Fort Pierce** - Wholesale avoided energy cost. Excess credits applied to next month's bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate

**Kissimmee** – Wholesale avoided energy cost plus a demand credit, which is “determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand returned is credited to the customer at KUA’s invoiced demand rate and is credited on the customer’s subsequent bill.” Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months

**Green Cove Springs\*** - “[C]redit from GCS Electric shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the Customer’s applicable rate

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<sup>1</sup> Information contained in this document is provided in summary form and relies on the latest information as provided to FMPA. This information is subject to change at the discretion of individual ARP participants, and may not accurately reflect the net metering credit rates or tariff language currently in effect. For the most accurate, up-to-date information, please contact the individual ARP participant or the Florida Public Service Commission.

schedule.” Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate.

*\*Green Cove Springs is currently in the process of revising their net metering sheets to grandfather existing net metering customers at full retail rate; all new customers to receive wholesale avoided energy cost rate.*

**Havana** – Wholesale avoided energy cost. Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate

**Jacksonville Beach** - “[C]redit from Beaches Energy Services shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the Customer’s applicable rate schedule.” Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate.

**Key West** – Tier 1 - Ten (10) kW or less: Avoided cost for all customers after 10/1/2017; full retail rate for all Tier 1 customers prior to 10/1/2017 until 1/31/2037, avoided cost after 1/31/2037. Tier 2 & Tier 3: Avoided Cost rate, as determined by Key West.

**Leesburg** – Wholesale avoided energy cost. Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate

**Newberry\*** - Wholesale avoided energy cost. Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate.

*\*Newberry is currently in the process of revising their net metering sheets to increase rate paid to existing net metering customers to the full retail rate; all new customers to receive wholesale avoided energy cost rate.*

**Ocala** – Wholesale avoided energy cost plus a demand credit, which is “determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand returned is credited to the customer at Ocala's invoiced demand rate and is credited on the customer’s subsequent bill.” Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months

**Starke** – Wholesale avoided energy cost. Excess credits applied to next month’s bill. Remaining credit paid at end of 12 months at wholesale avoided cost rate

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**Full Tariff Language**

**Bushnell** - 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. 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, FMPA and customer.

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.

**Clewiston** - 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 CU's electric system during the previous billing cycle. The credit from CU shall be determined accordance with CU's wholesale-avoided cost rate as determined by FMPA.

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 no more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by CU to the customer, at CU's wholesale-avoided cost rate.

**Ft. Meade** – See update further below

**Ft. Pierce** - 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 FPUA's electric system during the previous billing cycle. The credit from FPUA shall be equal to the "ARP \$/kWh Renewable Generation Credit Rate" as determined by FPUA's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.

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 FPUA to the customer at the average annual rate for excess energy credits.

**Kissimmee** - 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 KUA's

electric system during the previous billing cycle. The credit shall be determined in accordance with the Tri-Party Net Metering Power Purchase Agreement.

d) KUA offers a demand credit to net metering customers which recognizes their contribution towards lowering KUA's billed coincident peak. The demand credit is outside of the Tri-Party Agreement. The demand credit is determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand returned is credited to the customer at KUA's invoiced demand rate and is credited on the customer's subsequent bill.

e) 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 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, KUA shall pay the customer for any unused credits.

**Green Cove Springs** - ) 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 Green Cove Springs' electric system during the previous billing cycle. The credit from GCS Electric shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the Customer's applicable rate schedule.

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. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by GCS Electric to the Customer, at GCS Electric's wholesale avoided cost rate.

**Havana** - 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 Town of Havana's electric system during the previous billing cycle. The credit from the Town of Havana shall be equal to the "ARP \$/kwh Renewable Generation Credit Rate" as determined by the Town's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kwh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.

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. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by the Town of Havana to the customer, at the Town's wholesale-avoided cost rate.

**Jacksonville Beach** - 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 Beaches Energy Services' electric system during the previous billing cycle. The credit from Beaches Energy Services shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the customer's applicable rate schedule.

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 Beaches Energy Services to the customer.

**Key West**

Each billing cycle, the customer shall be credited for the total amount of excess electricity generated by the RGS that is delivered to KEYS electric system during the previous billing cycle. The credit shall be:

- Tier 1 - Ten (10) kW or less:
  - Customers who begin taking service under this rate schedule after October 1, 2017, shall receive KEYS' avoided cost rate, as determined by KEYS.
  - Customers who were receiving service under this rate schedule prior to October 1, 2017, shall be grandfathered and will continue to be credited at KEYS' full retail rate until the sunset date provided below. Notwithstanding anything in this Tariff, the interconnection agreement, or Tri-Party Power Purchase Agreement to the contrary, grandfathered net metering customers currently receiving the full retail incentive rate will sunset on January 31, 2037. As of February 1, 2037, the credit for excess RGS generation for all net metering customers shall be at KEYS' avoided cost rate, as determined by KEYS. A customer may only qualify for the full retail rate for excess RGS generation at a single premise. If a grandfathered net metering customer applies for service under this rate schedule at a new premises after October 1, 2017, then the new premises will be credited at KEYS' avoided cost rate, as determined by KEYS.
- Tier 2 - Greater than 10 kW and less than or equal to 100 kW: KEYS' avoided cost rate, as determined by KEYS.
- Tier 3 - Greater than 100 kW and less than or equal to two (2) MW: KEYS' avoided cost rate, as determined by KEYS.

In the event that a given monthly credit for excess RGS generation exceeds the total billed amount for the customer's consumption in any corresponding month, the excess credit shall be



applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset the customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, KEYS shall pay the customer for any unused excess energy credits.

**Leesburg** - 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 Utility's electric system during the previous billing cycle. The credit shall be determined in accordance with Appendix B of the Tri-Party Net Metering Power Purchase Agreement.

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 Utility at the average annual rate for excess energy credits.

**Newberry** - 3) Each billing cycle, customer shall be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to City of Newberry's electric system during the previous billing cycle. The credit from City of Newberry shall be equal to the "ARP \$/kwh Renewable Generation Credit Rate" as determined by the City of Newberry's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kwh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.

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 City of Newberry to the customer.

**Ocala** - ) Each billing cycle, customer shall be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to OEU during the previous billing cycle. The credit from OEU shall be equal to the "ARP \$/kWh Renewable Generation Credit Rate" as determined by the City of Ocala's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.

4) OEU offers a demand credit to net-metering customers which recognizes their contribution towards lowering OEU's billed coincident peak. The demand credit is outside of the Tri-Party Agreement. The demand credit is determined using an average class load factor applied towards

the kWh returned to the grid to estimate the associated demand. This demand is credited to the customer at OEU's invoiced demand rate and is credited on the customer's subsequent bill.

5) 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 OEU to the customer.

**Starke** - 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 City of Starke's electric system during the previous billing cycle. The credit from City of Starke Electric shall be equal to the "ARP \$/kwh Renewable Generation Credit Rate" as determined by the City of Starke's wholesale power provider, the Florida Municipal Power Agency (FMPA), on a quarterly basis. The "ARP \$/kwh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1 and January 1.

(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 City of Starke Electric to the customer.

#### **Additional Municipal Survey Language**

**Tallahassee** "Any Excess Energy shall be credited to the Service Location utility account based on the applicable rate as provided in the City's residential or commercial tariff approved by the Florida Public Service Commission."

"If the kilowatt hours of energy produced by the PV System exceed the kilowatt hour consumption at the Service Location for any billing period, a credit for the net kWh delivered to the City System shall be carried forward to the next billing cycle. Credits may accumulate and be carried forward for a rolling 12 month period.

The rolling 12 month period is defined as ending in the current billing cycle and starting with the billing cycle that began in the preceding month of the prior year. In no event shall the Owner be paid for excess energy delivered to the City System at the end of the 12 month moving period.

The City shall charge for electricity delivered to the Service Location in excess of the generation supplied by the PV system at the City's applicable tariff rates. Regardless of whether excess energy

is delivered to the City System, the Owner shall pay all charges associated with the applicable tariff, including any applicable customer charge.

OUC/St. Cloud



Orlando Utilities Commission

Original Sheet No. 3.500

**NET METERING FOR CUSTOMER-OWNED RENEWABLE GENERATION**

For customers with renewable generation equipment that have executed an interconnection agreement with Orlando Utilities Commission ("OUC") whose customer-owned renewable generation is eligible for net metering as defined by FPSC rule 25-8.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by OUC capable of measuring the difference between the electricity supplied to the customer from OUC and the electricity generated by the customer and delivered to OUC's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) OUC will charge the customer for energy used by the customer in excess of the generation supplied by customer-owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle excess customer-owned renewable generation delivered to OUC's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess energy is delivered to OUC's electric grid, the customer will be required to pay the greater of:
  - (a) the minimum charge as stated in their otherwise applicable rate schedule, or
  - (b) the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 15-minute demand measured on OUC's usage meter during the billing period in accordance with the otherwise applicable rate schedule.
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) or time of day (TOD) rate, the generation supplied by customer-owned renewable generation to OUC will be measured by the distinct TOU/TOD periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU/TOD periods of that rate schedule.

**GRU**

For the most accurate information, please visit the Orlando Public Service Commission.



GAINESVILLE REGIONAL UTILITIES  
P. O. BOX 147117, STATION A136  
GAINESVILLE, FL 32617-7117

**Sec. 27-37. Net-metering.**

- (a) *Intent.* It is the intent of this section to promote the use of customer-owned renewable generation installed at the customer's site to offset part or all of the customer's electric consumption.
- (b) *Net-metering program availability.* The net-metering program is only available to the city's electric customers who have constructed or are willing to construct, at no cost to the city, customer-owned renewable generation and are willing to execute an interconnection agreement in form and substance as provided by the city.
- (c) *Methodology for net-metering calculation.* The net of the kilowatt hours used by the customer (residential or non-residential) less the kilowatt hours exported to the city's electric distribution system from the customer-owned renewable generation shall be the number of kilowatt hours that the customer is billed at the applicable retail rate. In the event that excess kilowatt hours are exported to the city's electric distribution system beyond the kilowatt hours used by the customer during the billing cycle, such kilowatt hour balance will carry forward to be netted against kilowatt hours used by the customer during future billing cycles. If at the end of each calendar year, the customer's account contains a kilowatt hour credit balance, the customer shall be paid the credit at the then current avoided energy cost. When a net-metering customer leaves the city's electric system, the net-metering customer's credit balance shall be paid at the then current avoided energy cost.
- (d) *Customer Charge.* Regardless of whether excess energy is delivered to the city's electric distribution system, customer shall pay the applicable customer charge and/or the applicable demand charge for the maximum measured demand during any such billing period pursuant to the applicable rate schedules.
- (e) *Inspection.* All customer-owned renewable generation equipment must be inspected and approved by the city prior to its operation and connection to the city's electric distribution system. City approval of the customer-owned renewable generation is not done for the benefit of the customer and is not a warranty or guarantee, express or implied, of any sort as to the customer-owned renewable generation. The customer is responsible for ensuring that their customer-owned renewable generation is inspected, maintained, and tested regularly pursuant to any manufacturer's recommendations to ensure proper and safe operation of the customer-owned renewable generation equipment.

(Continued on Sheet No. 6.18.1)



(Continued from Sheet No. 6.16)

- (f) *Gross power rating.* Customer-owned renewable generation gross power rating shall not exceed 90% of the customer's electric distribution service rating. In no event shall customer-owned renewable generation greater than 2 megawatts, at any one customer-owned renewable generation site, be allowed to interconnect to the city's electric distribution system under the net-metering program.
- (g) *Customer-owned renewable generation liability.* The customer is responsible for protecting all customer-owned renewable generation equipment, inverters, protective devices, and any other system components from damage from the normal and abnormal conditions and/or operations that may occur on the city's electric distribution system in delivering and restoring power.
- (h) *Insurance.* The customer is responsible for maintaining the appropriate levels of general liability insurance for personal and property damage related to customer-owned renewable generation.
- (i) *Indemnification.* The customer shall hold harmless and indemnify the city, its elected officials, employees, and/or any third-party city hired contractors for any and all losses resulting from the customer-owned renewable generation.
- (j) *Islanding.* Customer-owned renewable generation shall not energize the city's electric distribution system when the city's electric distribution system is de-energized at the customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the customer-owned renewable generation and the city's electric distribution system.
- (k) *Renewable energy credits.* The customer shall retain any renewable energy credits or certificates associated with the electricity produced by its customer-owned renewable generation.

New Smyrna Beach

UTILITIES COMMISSION,  
CITY OF NEW SMYRNA BEACH, FLORIDA

FIRST REVISED SHEET NO. 26.0  
CANCELLING ORIGINAL SHEET NO. 26.0

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES  
EXCLUDING ALL LOAD MANAGEMENT SCHEDULES**

**I. AVAILABILITY:**

Throughout the Utilities Commission, City of New Smyrna Beach, Florida (UC), service area from existing lines of adequate capacity. Service under this Rider is provided on a customer by customer basis and subject to the completion of arrangements necessary for implementation.

This Rider may be modified or withdrawn and is classified by the Utilities Commission as a Non-Firm Electric On-Site Customer-Owned Generation Service Net Metering Rider to existing UC Residential and General Service Schedules excluding all Load Management schedules which Schedules may be amended from time to time. For purposes of affording electric supply options to native load customers, the participating customers agree that the Terms and Conditions Provisions or any other Commission determination regarding this Rider shall not be construed: as an obligation to serve; incur direct or imputed liability for persons, business processes, or tangible or intangible assets; or incur direct or indirect costs upon the UC system for having offered said Rider to participating customers.

The UC shall have the and reserves the right to reject any project from this Rider Classification upon any appropriate grounds, including, without limitation, a demonstration that the customer has installed OSG with a total nameplate rating greater than ninety percent (90%) of its demand; or has operated or may operate the SE/OSG in a material manner detrimental to the operation of the UC's electrical system; or has or may establish events whereby the UC is non-compliant with UC Res. 28-78 and NSB Charter.

**A. Renewable Customer-owned Energy Power Producing Facilities**

For retail customers with renewable energy generating systems<sup>o</sup> delivering kilowatt hours onto the UC system consisting of:

1. Tier One. Ten (10) kilowatts or less provided they comply with the then in effect UC Standardized Interconnection Requirements and do not exceed ninety (90) percent of the customer's maximum potential alternating current demand served by all sources. UC fees for such installations will be consistent with fees for other customers without such generation, including application fees. However, compensation for energy delivered onto the UC system shall exclude the Charter required six (6) percent payment to the City of New Smyrna Beach and the required eight (8) percent UC Resolution 28-78 R&R assessment from the applicable rate.

Tier Two. Over ten (10) kilowatts and less than or equal to one-hundred (100) kilowatts provided they comply with the then in effect UC Standardized Interconnection Requirements for units of such size and do not exceed ninety (90) percent of the customer's maximum potential alternating current demand served by all sources. UC fees for such installations will be cost-based for the specific installation, including application fees. However, compensation for energy delivered onto the UC system shall exclude the Charter required six (6) percent payment to the City of New Smyrna Beach, the required eight (8) percent UC Resolution 28-78 R&R assessment from the applicable rate, and the applicable Transmission system cost and generation capacity cost in effect during the billing cycle for payments earned under this tariff.

(Continued on First Revised Sheet No. 26.1)

ISSUED BY: Will R. Mitchell  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2013

(Continued from First Revised Sheet No. 26.0)

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES  
EXCLUDING ALL LOAD MANAGEMENT SCHEDULES (Cont.)**

3. Tier Three. Greater than one hundred (100) kilowatts and less than or equal to two thousand (2,000) kilowatts provided they comply with the then in effect UC Standardized Interconnection Requirements for units of such size and do not exceed ninety (90) percent of the customer's maximum potential alternating current demand served by all sources. UC fees for such installations will be cost-based for the specific installation, including application fees. However, compensation for energy delivered onto the UC system shall exclude the Charter required six (6) percent payment to the City of New Smyrna Beach, the required eight (8) percent UC Resolution 28-78 R&R assessment from the applicable rate, the applicable embedded fuel costs in effect during the billing cycle, and the applicable transmission and ancillary transmission costs and generation capacity cost in effect during the billing cycle for payments earned under this tariff.
4. If the kWh delivered to the UC System exceeds the kWh delivered to the Customer's home in a billing cycle, a credit for the net kWh delivered to the UC System shall be carried forward to the next billing cycle. Credits may accumulate and be carried forward for a 12 month period. The 12 month period is defined as the first billing cycle in which the installation has been approved by the UC for interconnection and will continue for each successive month concluding with the 12<sup>th</sup> billing cycle ("reconciliation month"). At the conclusion of the 12<sup>th</sup> billing cycle the net balance will be paid the Customer for net excess energy delivered to the UC's System at the end of the 12 month period based upon UC costs in effect during said month of the 12<sup>th</sup> billing. Such payment will be forthcoming within 60 days of such reconciliation date. The 12 month reconciliation cycle will be repeated until such agreement is terminated by either party at which time the UC costs for that month will be used to determine any payments, if any, which will be forthcoming within 60 days of such reconciliation date.
  - The designated technologies of fuel cell, wind, solar-thermal, solar-voltaic, sustainably-managed biomass, vegetable-base oil, tidal, geothermal, methane waste, waste-to-energy, or fuel-cell combined heat and power (CHP) systems are currently regarded as renewable sources.

B. Green Attributes

The UC shall install, at UC's sole expense, metering equipment capable of measuring the total system output of interconnected customer-owned renewable generation. The customer shall install the appropriate meter socket and associated electrical circuits as may be required for the customer's renewable generation. The UC shall have the right to receive, and is solely responsible to apply and qualify for, the benefits of any and all Green Attributes created or granted as a result the total system output of interconnected customer-owned renewable generation. 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.

(Continued on First Revised Sheet No. 26.2)

ISSUED BY: William L. Mitchell  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2013

(Continued from First Revised Sheet No. 26.1)

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES  
EXCLUDING ALL LOAD MANAGEMENT SCHEDULES (Cont.)**

**II. APPLICATION FOR SERVICE:**

The Customer must apply for service by providing the Company with an executed Application for Interconnection and an executed Interconnection Agreement, all of which are available from UC engineering. UC staff is hereby authorized to amend technical requirements, including the designated renewable technologies, of said Application and Interconnection Agreement as may be appropriate from time-to-time based upon the individual circumstances or applications onto the UC's electric system.

No application fee shall apply for Tier One Customers.

Tier Two Customers shall pay a \$275 application fee to cover the cost for processing the application and review of the proposed interconnection impact on the UC's electric system. Such interconnection shall be consistent with prudent utility practice, industry criteria, and shall not whatsoever require any costs, including overheads and indirects, to the UC for upgrade or construction on the UC's electric system.

Tier Three Customers shall pay a \$750 application fee to cover the cost for processing the application and review of the proposed interconnection impact on the UC's electric system, plus the actual UC cost of a formal Interconnection Study. Such interconnection shall be consistent with prudent utility practice, industry criteria, and shall not whatsoever require any costs, including overheads and indirects, to the UC for upgrade or construction on the UC's electric system.

**III. CHARACTER OF SERVICE:**

Continuous, 60 cycle single or three phase alternating current delivered at one standard offering secondary or primary distribution voltage or transmission voltage, phase and voltage depending on availability and the customer's requirements. Under these demand provisions, the customer agrees to maintain power factor at .98 or greater but not to exceed 1.02 of unity.

**IV. INTERCONNECTION:**

**A. TERM**

A minimum of one year from commencement of service under this Rider and for such additional time as the customer continues to qualify for said service on a month-to-month basis unless terminated by the customer or the UC. The UC may remove a customer not meeting the criteria for mandatory or elective service at any time. A customer cannot resume said service except on a case-by-case basis as determined solely by the UC.

**B. GENERAL TERMS AND CONDITIONS**

1. The charges calculated under this tariff are subject to change in such an amount as may be approved and/or amended by the Utilities Commission or under the provisions of applicable tariffs and riders.

(Continued on First Revised Sheet No. 26.3)

ISSUED BY: Wah. R. Nith  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2011



(Continued from First Revised Sheet No. 26.2)

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES  
EXCLUDING ALL LOAD MANAGEMENT SCHEDULES (Cont.)**

- a. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interaction operation with an electric distribution system in compliance with the applicable Codes and Standards. The Customer shall conform to all applicable codes and standards for safe and reliable operation. Among these are the National Electric Code (NEC), National Electric Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and Underwriters Laboratories (UL) standards, and local, state and federal building codes. The Customer shall be responsible to obtain all applicable permit(s) for the equipment installations on their property.
- b. Codes and standards for inverter installations will be in compliance with all applicable standards including of IEEE 1547, IEEE 1547a, IEEE 1547.1, and UL 1741 IEEE Standard 519-1992 Harmonic Limits.
- c. **Non-Inverter-Based Interconnection Requirements**  
In addition to applicable inverter codes and standard, the Application for such interconnection may require more detailed UC review, testing, and approval, at Customer cost, of the equipment proposed to be installed to ensure compliance with other additional and applicable standards including:
- IEEE Std 1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems
  - ANSI Standard C37.90-2005, IEEE Standard for Relays and Relay Systems Associated with Electric Power Apparatus
- d. Customers proposing such interconnection may also be required to submit a power factor mitigation plan for UC review and approval.
- e. The Customer shall provide a written report that Customer-owned renewable generation complies with the foregoing standards.
2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to No. 1 immediately above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid or circuit should the grid or circuit lose power or become de-energized. For Tiers Two and Three installations of additional requirements such as protective and isolation relaying and synchronous generation relays may be required by UC Engineering and will be reviewed on a case-by-case basis.

(Continued on First Revised Sheet No. 26.4)

ISSUED BY: William F. Mith  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2013

(Continued from First Revised Sheet No. 26.3)

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES  
EXCLUDING ALL LOAD MANAGEMENT SCHEDULES (Cont.)**

3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the UC electrical system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self insurance of not less than one hundred thousand dollars (\$100,000) for Tier One inverter-based solar photovoltaic (PV) systems, one million dollars (\$1,000,000) for all other Tier One, one and one-half million dollars (\$1,500,000) for Tier Two, and two million dollars (\$2,000,000) for Tier Three during the entire period of the Interconnection Agreement.
4. The Customer agrees to provide City of New Smyrna Beach Building Code Official inspection and certification of the installation. The certification shall reflect that the Official has inspected and certified that the installation was permitted, has been approved, and has met all National Electrical Code electric and ASME mechanical qualifications as applicable.
5. The UC reserves the right to inspect Interconnection, but not be limited to, such generating facilities, pertinent equipment, and instructions, to insure compliance with its Interconnection Agreement, upon reasonable notice or without notice in the event of an emergency or hazardous condition. Such inspection or observation by the UC shall not be deemed to be or construed in any way whatsoever as a direct or implied warranty by the UC of the safety, durability, suitability, or reliability of such equipment. The UC further reserves the right to disconnect the Customer-owned renewable generation at any time. The UC shall require the Customer to install, at the Customer's expense, a lockable, manual disconnect switch of the visible load-break type separate from, but adjacent to the meter socket(s) for UC meters, to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to the UC's system.
6. The Customer shall be solely responsible to disconnect the Customer-owned renewable generation and the Customer's other equipment if conditions on the UC system could adversely affect the Customer-owned renewable generation.
7. No interconnection of such renewable Customer-owned generation is permissible until approved by the UC by written acceptance. Such Interconnection Agreement is not assignable without written 30 day notice and agreement by either Party which consent shall not be unreasonably withheld or delayed. Furthermore, the Customer shall not enter into any lease agreement that results directly or indirectly in the retail purchase of electricity for the retail sale, directly or indirectly, of electricity from the Customer-owned renewable generation.
8. The Customer shall notify the UC of any anticipated modifications to said system 30 days in advance of such proposed changes through a new application specifying such equipment changes or new equipment and will require written approval by the UC and the City of New Smyrna Beach or Volusia County Building Inspection Department.

(Continued on First Revised Sheet No. 26.5)

ISSUED BY: W. J. L. Smith  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2013

(Continued from First Revised Sheet No. 26.4)

(Standby Electric and On-Site Generation) SE/OSG  
**INTERIM NET METERING RIDER TO UC RESIDENTIAL AND GENERAL SERVICE SCHEDULES**  
**EXCLUDING ALL LOAD MANAGEMENT SCHEDULES (Cont.)**

9. The Customer shall indemnify, hold harmless and defend the UC from and against any and all liability, proceeding, suits, cost or expense for loss, damage or injury to persons or property, including the customer-owned renewable generation, in any manner directly or indirectly connected with, or growing out of operation of the Customer-owned renewable generation, except in those cases where loss occurs due to the negligent actions of the UC as may be determined by Florida law. Under the limits permissible by Florida municipal law, the UC shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the UC's system, except when the loss occurs due to the negligent actions of the Customer.

**C. INCREASE IN RATES AND CHARGES**

All rates and charges billed under a Service Classification and its Rider, including the Minimum Charge, shall be increased pursuant to the applicable required tax rates and other applicable governmental required fee payments by the United States, the State of Florida, Volusia County, the Utilities Commission or the City of New Smyrna Beach, as appropriate, for wherein the customer takes service.

ISSUED BY: W. R. Mith  
GENERAL MANAGER/CEO

EFFECTIVE: NOVEMBER 1, 2013

**Newberry – Installations After January 1, 2020**

- c. Excess customer-owned renewable generation shall be credited by the City to the customer on their monthly energy bill. Each billing cycle, the customer will be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to the City's electric system during the previous billing cycle. The credit from the City will be made at the City's avoided cost rate, as determined by the City.

**Ft. Meade – Installations After January 1, 2020**

- c. Excess customer-owned renewable generation shall be credited by the City to the customer on their monthly energy bill. Each billing cycle, the customer will be credited for the total amount of excess energy generated by the customer-owned renewable generation that is delivered to the City's electric system during the previous billing cycle. The credit from the City will be made at the City's avoided cost rate, as determined by the City.

**Williston**

- (8) Net metering purchase rate:

All kwh, per kwh .....\$0.09835

The net metering purchase rate shall be the wholesale avoided cost, and shall be recalculated annually at the end of each fiscal year by dividing the total wholesale cost of electricity for the fiscal year by total kwh purchased in the fiscal year.

*For the most accurate, up-to-date information, please contact the individual ARP participant or the Iowa Public Service Commission.*

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**From:** Mike McCleary  
**Sent:** Tuesday, May 10, 2022 6:26 AM  
**To:** Beverly Nash; Robin Ryals  
**Subject:** The document I mentioned

Dr. Nash,

It is important to note, this document is several months old and some of this information may have changed since it was assembled. However, this a good reference for what a municipal utility has as options.

Mike McCleary  
Member Services Manager

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