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March 16, 2011

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COMMISSION
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VIA FEDEX DELIVERY 7945 3853 2786

Ann Cole, Commission Clerk
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

110074-EM

Re: Revised Fort Meade Electric Tariff

Dear Ms. Cole:

Please find enclosed four (4) copies of a revised electric tariff for the City of Fort Meade. Please call me if you have any questions.

Very truly yours,



Thomas A. Cloud, Esquire

GrayRobinson, P.A.

TAC/jg
Enclosures

cc: Elisabeth Draper, Div. of Economic Regulation, PSC (w/ encl. via e-mail)
Fred Hilliard, City Manager, City of Fort Meade (w/ encl. via e-mail)
Phyllis Kirk, City Clerk, City of Fort Meade (w/ encl. via e-mail)

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- APA _____
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- SSC _____
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ORDINANCE NO. 11-0_

AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA; READOPTING AND CREATING AN ELECTRIC UTILITY SERVICE ORDINANCE; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; PROVIDING TERMS AND CONDITIONS TO SERVICE; ADOPTING MODIFIED TARIFF TO BE FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION; ESTABLISHING MODIFIED RATES; REESTABLISHING THE CITY OF FORT MEADE NET METERING PROGRAM FOR CUSTOMER OWNED RENEWABLE GENERATION; REPEALING PORTIONS OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA:

SECTION 1. SHORT TITLE. This Ordinance shall be entitled and may be referred to as the "Fort Meade Electric Utility Service Ordinance."

SECTION 2. LEGISLATIVE FINDINGS AND INTENT. The City hereby makes and declares the following findings and statements of legislative intent:

(1) The City owns, operates, and manages an electric distribution system both within and without the City limits pursuant to its governmental powers.

(2) As a municipal electric utility, the City has the authority and duty to establish and modify electric user rates for the City's electric system.

(3) The City purchases power from the Florida Municipal Power Agency ("FMPA") pursuant to an all-requirements contract.

(4) To better modify its rates, the City employed Power Services, Inc., (the "City Rate Consultant") to analyze existing charges, compare existing charges to those of other utilities, and assure adequate revenues to cover the costs of the City's systems.

(5) The City Rate Consultant prepared the "City of Fort Meade, Fort Meade, Florida Cost of Service Study and Rate Analysis" dated December 8, 2008 (the "Rate Study").

(6) The Rate Study, its findings and recommendations are hereby adopted, accepted, and incorporated by reference into this Ordinance.

(7) Among other things, the Rate Study concludes that the City will experience a significant increase in its overall power expense because of the FPMA all-requirements contract.

(8) The Rate Study recommendations include the need to implement an increase through an increase in the monthly bulk power cost adjustment charge.

(9) In addition to modifying rates, the City needs to update and better define its service terms and conditions.

SECTION 3. MUNICIPAL PREROGATIVE TO SERVE ELECTRICITY.

(a) The City has determined to exercise its municipal prerogative to be the exclusive provider of electric service within its service area. No entity or person may sell, wheel or provide electric utility services to any customer within the corporate limits of the City, as those corporate limits may be extended from time to time, without first obtaining a franchise from the City.

(b) Existing electric utility facilities and infrastructure situated within the corporate limits of the City, may not be extended or modified without the approval of the City and not until such time as the owner or operator of any such electric utility facilities and infrastructure enters into a franchise agreement with the City.

(c) Occupation of the City's streets and rights-of-way by providers of electric utility services may be subject to the payment of rent in addition to any payments required pursuant to a franchise agreement. The rental fee for occupying the City's streets and rights-of-way will be determined by the City Commission on a case-by-case basis.

SECTION 4. ELECTRIC SERVICE; TERMS AND CONDITIONS. The provisions of this Ordinance shall apply to the services and facilities of the electric system of the City within and without the corporate limits of the City. The City may extend electric service pursuant to the following terms and conditions:

(1) **Meters Generally and New Service Connection Charge; Temporary Service Generally.** The City shall have the right to connect and install or set meters of such sizes as the superintendent may determine, after consideration of all services to be served by the electric system of the City. All meters so installed shall be and remain the property of the City and shall be

maintained and kept in repair by the department without cost to the user. All temporary electric service shall be metered and all charges imposed by this section shall apply thereto.

(2) Application for Electric, Water, Wastewater or Refuse Service; Deposit Application Constitutes Contract Upon Acceptance. All applications for electric, water or wastewater connections or for refuse pickup shall be made to the City, in writing, on forms provided for those purposes and shall, among other things, state fully all the purposes for which such connections or electrical service is required, and the location of the premises to be supplied, and shall be signed by the owner, tenant or occupant of the premises. In the case of property being used for residential property, the application shall be accompanied by a deposit of not less than \$320.00 if electric, water and wastewater are each provided. Should all three not be provided, the deposit shall be not less than \$200.00 for electric, not less than \$50.00 for water and not less than \$70.00 for wastewater, but the sum of which shall not exceed \$320.00. All residential electric deposits are eligible for refund upon written request to the City after 36 consecutive months of service, provided service has not been terminated nor subject thereto for nonpayment, customer has not been delinquent, i.e., subject to late charge for more than two months during such time, no checks have been returned against the account, and further, that no evidence of meter tampering has occurred. All customers with deposits of less than the foregoing figures whose subsequent practices excluding late charges place them as ineligible to have received such deposit refund had such been available to them, shall be required to establish the new customer deposit prior to reconnection. Failure to so provide such new deposit shall constitute grounds for service disconnection. In the case of a commercial or industrial customer, the deposit shall be two times an average month's bill for all services of a similar nature, including power cost adjustment and other charges constituting the total bill. Such application, when accepted by the City, upon its performance of the service applied for, shall constitute a contract between the applicant to pay the City for the services rendered, its prescribed rates therefore and to comply with all of the rules, regulations and ordinances applicable to such service. The utility deposit may be made via cash, irrevocable letter of credit or properly assigned certificates of deposit, or combination thereof, providing that those noncash forms must be issued by companies licensed to operate within the state and, in the case of banks, savings and loan associations and the like be eligible as public fund depositories. In the case of certificates of deposit, while the City shall hold the original instrument, interest may be paid to the owner directly from the financial institution. The City will not pay interest on any deposits. A commercial or industrial customer may be required to increase their utility deposit if their utility usage increases to such that their deposit would not be sufficient to cover a two-months' average bill. In such case, the customer may increase the deposit by making a new deposit of two times an average month's

total bill within 36 months thereafter by paying not less than 1/12 of such new deposit each month thereafter until the new deposit is paid in full.

(3) **Connection to Electric System After Disconnection From Such System or Other Utilities.** No applicant for electric service from the electric system of the City who has previously been disconnected from the electric system for nonpayment of electric charges or any other utility service shall be permitted to have a connection with the electric system until all such delinquent charges have been paid to the City, together with the amount of the applicable connection or reconnection charges as prescribed by ordinance, except as set forth in this section.

(4) **Termination of Contract for Electric Service by Applicant.** An applicant for electric service may terminate his contract for such service at any time by giving notice in writing to the City at its office in the City Hall building and by paying all amounts due for services up to the date of receipt of such notice by the City. In case such notice is not given or the bills due for services are not paid, then such user shall continue liable for electricity consumed thereafter and for the minimum monthly rate or charge in case no electricity is consumed, even though he may vacate the premises or the premises may be occupied by other parties who fail to make application for service. Verbal notices shall not be binding upon the City.

(5) **Change of Ownership or Occupancy Of Premises.** In the event of any change of ownership or occupancy of any premises served by the electric system of the City, such new owner or occupant shall immediately notify the City of such change in writing. If any such new owner or occupant shall fail to give such notice, or shall fail to apply for electric service, and if the prior owner or occupant shall have failed to terminate his contract with the City for electric service, then the use of the electric service of the electric system of the City shall be deemed to be an acceptance by such new owner or occupant of all of the contract obligation of the prior owner or occupant to the City, and such new owner or occupant shall continue to be subject to all of the provisions of this article as fully and completely as if such new owner or occupant had applied for electric service and such application had been accepted by the City under (2) above.

(6) **Persons Liable Under Contract or Application.** The agents, trustees, receivers, administrators, executors, or anyone handling properties for owners or tenants who sign an application for electric service on behalf of principals, shall jointly and severally be liable with the principals under the terms of the contract of application, which contract shall remain in effect until written notice has been received by the department for discontinuance of service.

(7) Electric Service Not Guaranteed; Right of City to Turn Off Electricity. The City shall not guarantee an uninterrupted supply of electricity and shall have the right to shut off the electricity at any time for the purpose of making repairs or extensions or for other purposes incidental to the electric supply, and will not be responsible for any damage resulting therefrom. The City shall have the right to turn off electric service at the main for the protection of the City where the consumer has been found to be using electricity illegally and to assess the regular schedule of fees for restoration of service.

(8) Special Contracts for Electric Services. Charges for electric service furnished under contracts heretofore entered into by the City shall be at the rate set forth by ordinance. The City may also enter into separate contract for electrical service based on special conditions. Such contracts shall be approved by a majority vote of the City Commission.

(9) Meter Location, etc.

(a) The meter location shall be as designated by the City. If a meter area is later enclosed the consumer shall, at his expense, have the meter facilities moved to an outside location.

(b) Meters for residents shall be outdoors.

(c) The City will provide meter and meter base for single-phase services of 200 amps or less. Charges will apply for meter, meter base and instrument transformers, if required, on all single-phase service above 200 amps and all three-phase services regardless of service size.

(d) The consumer shall furnish and install meter boards, service switches, and other equipment to form a complete wiring system.

(e) The number of meters shall be as determined by the electric department.

(10) Maintenance of Meters. The department shall maintain the proper operation of all meters. No repairs to meters shall be made other than by the electric department.

(11) Meter Testing.

(a) Upon written authorization for the testing, a City electric meter will be tested by the City and in the event the meter, when tested, is found to be not more than two percent fast, the expense of the test shall be

paid by the customer in accordance with Section 5. RATES AND CHARGES, item (11) Meter Test Charges of this Ordinance. The meter testing fee shall be paid at the time of application or, at the option of the City, may be billed with the next regular monthly electric bill submitted to the customer.

(b) The written authorization form shall be in substantially the same form as that form attached to Ordinance No. 0-19-82 and by reference made a part hereof.

SECTION 5. RATES AND CHARGES. No free service shall be furnished or rendered to any person or to the state, or any public agency or instrumentality. The following schedule of rates and charges to be imposed, assessed and collected by the City for electric energy, facilities and service furnished by the City to its customers, including the initial deposit, and other connection and service charges, is hereby adopted and established:

(1) Residential Service. Residential service shall be available to all residential customers served by the existing retail distribution lines of the City. It is applicable to any residential customer served through one meter for residential lighting, cooking, heating, refrigeration and incidental power. The incidental power service that will be supplied under this rate is normally limited to single phase motors with starting currents that do not exceed the following amounts:

	<u>115V</u>	<u>230V</u>
Frequently (automatic) starting motors:	20 amps	55 amps
Infrequently (manual) started motors:	40 amps	110 amps

Where three-phase service is available, air-conditioning loads up to ten (ten) hp will be permitted hereunder. The residential rate shall not apply to service to institutions such as clubs, hotels, boardinghouses, tourist facilities and all other commercial establishments. The rate shall, on January 1, 2009, and henceforth be:

Monthly Customer Charge	\$12.96
Energy Charge (All kWh)	\$0.0766 per kWh
Fuel Adjustment (see below)	

The minimum charge shall be the monthly customer charge plus other applicable charges covered by ordinance, state statutes and federal laws. The above rates are based upon service to the premises through a single delivery and metering point, and at a single voltage. Separate supply for the same customer at other points of consumption, or at a different voltage, shall be separately metered and

billed. A "purchase power / fuel adjustment" shall be added to each monthly bill as calculated below.

(2) General Service Non-Demand. General service non-demand shall be available to all commercial and church customers served from existing distribution lines of the City whose average monthly consumption for the preceding twelve (12) calendar months is less than 20,000 kWh. It is applicable to all commercial business for lighting, heating, cooking, refrigeration, air-conditioning and power service. Applicability shall include retail stores, filling stations, garages, boardinghouses, hotels, motels, restaurants, cafes, theaters, laundries, dry cleaners, apartment houses, offices, etc. The rate shall, on January 1, 2009, and hereafter be:

Monthly Customer Charge	\$17.28
Energy Charge (All kWh)	\$0.0906 per kWh
Fuel Adjustment (see below)	

The minimum charge shall be the monthly customer charge plus Fifty Cents (\$0.50) per horsepower connected load above six (6) horsepower plus other applicable charges covered by ordinance, state statutes and federal laws. The above rates are based upon the service to the premises through a single delivery and metering point and at a single voltage. Separate supply for the same customer at other points of consumption, or at a different voltage, shall be separately metered and billed. A "purchase power / fuel adjustment" shall be added to each monthly bill as calculated below.

(3) General Service Demand. General service demand shall be applied to all customers where the average monthly use is 20,000 kWh or greater. A general service customer qualified for this rate upon consumption of 20,000 kWh during a monthly billing cycle, subsequent billing shall be at the General Service Rate without Demand after one year of average consumption less than 20,000 kWh. At the utility's option, energy may be metered at secondary voltage. The rate shall, on January 1, 2009, and hereafter be:

Monthly Customer Charge	\$42.00
Monthly Demand Charge	\$9.42 per kW
Energy Charge (All kWh)	\$0.0536 per kWh
Primary Service Discount	\$0.15 per kW*
Fuel Adjustment (see below)	

*Customer shall furnish and maintain any transforming equipment required or may rent such equipment from the utility at a charge of fourteen (14) percent per year of the cost of such equipment. If customer furnishes transforming equipment, the \$.015 primary service discount will apply. The minimum charge

shall be the monthly customer charge, plus other applicable charges covered by ordinance, state statutes and federal laws. The demand for billing purposes shall be the maximum thirty (30) minute integrated demand in kW established during the billing month. The above rates are based upon service to the premises through a single delivery and metering point, and at a single voltage. Separate supply for the same customer at other points of consumption, or at a different voltage, shall be separately metered and billed. A "purchase power / fuel adjustment" shall be added to each monthly bill as calculated below.

(4) Outdoor Lights. Outdoor light service shall be available to all classes of electric customers. It is applicable by application of electric customers to City for area lighting service and to exchange present mercury vapor lights in area service to high-pressure sodium vapor lights. The City furnishes, installs and maintains all the materials, poles, fixtures, and lights on a on-metered electric service for a monthly rental service fee which is then included on the customers monthly electric service billing. The rate shall, on January 1, 2009, and hereafter be:

<u>Fixture Size</u>	<u>kwh</u>	<u>Basic Rate</u>
100 Watt high-pressure sodium vapor light	46	\$ 8.75
250 Watt high-pressure sodium vapor light	86	\$17.50
400 Watt high-pressure sodium vapor light	152	\$25.00
1000 Watt high-pressure sodium vapor light	314	\$46.75
Fuel Adjustment (see below)		

The minimum charge shall be the monthly charge, plus other applicable charges covered by ordinance, state statutes and federal laws. A "purchase power / fuel adjustment" shall be added to each monthly bill as calculated below.

(5) Purchase Power / Fuel Adjustment Charge; Rate Stabilization Fund.

(a) Rate Stabilization Fund. An amount may be established from time to time by the City Manager to be deposited (rate stabilization fund deposit or RSFD) in a rate stabilization fund which shall be used at the discretion of the City Commission to offset increases in the cost of power to the City (rate stabilization fund adjustment or RSFA) or for other lawful electric utility purposes, including but not limited to expansions, renewals and replacement of electric utility facilities. The rate stabilization fund deposit and rate stabilization fund adjustment, if any, may be included in the calculation of the bulk power cost adjustment in accordance with the provisions in subsection (5)(b) of this section, or may be handled in a similarly equitable manner as a separate billing line item. To initially establish the Fund, the City hereby

authorizes transfer of \$200,000 to the Rate Stabilization Fund (i.e., 5% of power purchases by the City).

(b) Purchase Power / Fuel Adjustment. The energy charge for all rate classes shall be increased or decreased monthly by an amount per kilowatt hour (kwh) to reflect any increase or decrease in the purchase cost of bulk power to the City. The City hereby authorizes the City Manager to adjust the monthly purchase power / fuel adjustment with the following objective: a) the fund must be a positive number at the end of the fiscal year, and b) the fund balance will be adjusted to maintain the fund at the original level at the end of the next twelve months. To calculate this monthly adjustment, the City Manager shall (i) calculate the net difference between budgeted sales and actual sales revenue, (ii) calculate the net difference between budgeted purchase cost and the actual purchase cost, (iii) add (i) and (ii) together to determine the total differential between purchases and sales. Then, to calculate the actual adjustment, the City Manager shall divide the differential by the projected total kwh sales for the next twelve months, project the revenue from the calculated adjustment for each of the next twelve months, and compare the cash flow to insure that the Rate Stabilization Fund stays positive and returns to the base figure of \$200,000 by the end of the twelve months. As long as the Rate Stabilization Fund remains positive throughout the next twelve-month period, the City Manager may decide to forego the implementation of the change in the applied rate. If the cash flow projections appear to allow the Rate Stabilization Fund to go negative for any month during the next twelve month period, then the purchase power / fuel adjustment used for billing must be adjusted to recover the shortfall.

(6) Services Rendered Outside City Limits. A ten percent service charge is assessed by the City of Fort Meade, Florida, for all services rendered outside the corporate limits of the City of Fort Meade.

(7) Electric Meter Deposit Requirements.

Residential \$200.00

A letter of credit from previous utility provider will be accepted from new customers in lieu of deposit. Demonstrating 36 consecutive months of service, with no termination of service for nonpayment, or delinquent, i.e., subject to late charge for more than two months during such time, nor checks having been returned against the account.

GS and GS Demand Deposit \$300.00 minimum

A deposit equal to two months estimated electric bill, but not less than \$200.00,

will be required. GS and GS Demand Deposits can be secured by a surety bond for estimated deposit.

Other electric charges which apply to specific items:

<u>Description</u>	<u>Rate</u>
Service Transfer Charge	\$ 10.00
Primary Metering Charge	\$ 1.5% applied to energy
Residential Late Payment Penalty	\$ 10.00
GS Late Payment Penalty	\$ 10.00
GS Demand Late Payment Penalty	\$ 60.00
Reconnect Fee-Regular Hours	\$ 60.00
Bad Check Charge	\$ 25.00
Temporary Pole	\$ 30.00
Disconnect at Pole	\$ 60.00
Three-Phase	\$ 50.00
Pole Set	\$ 25.00
Pole Rental Monthly	\$ 3.00
Service Transfer	\$ 30.00

(8) **GS Minimum Charge.** The "GS" minimum charge shall be the monthly customer charge, plus fifty cents (\$.50) per horsepower connected load above six (6) horsepower, plus other applicable charges conferred by ordinance, state statutes and federal law.

(9) **Reconnect Fee.** Residential or General Service (OS), CT-rated or where secondary was cut at pole \$60.00 during working hours; \$120.00 after hours, weekends and holidays.

(10) **Meter Tampering Charge.** Based on actual damage and cost to repair. Deposit is raised to 3 times average bill. Also a \$150.00 charge, plus cost of investigation and damage.

(11) **Meter Test Charge.** No charge for the first test; \$30.00 thereafter. The \$30.00 will be refunded if the meter is found to be registering higher than industry standard limits.

(12) **Charge for Resetting Meters.** There is imposed a charge of \$20.00 for resetting any meter which has been removed due to an account being delinquent.

(13) **Adjustment of Charges.** When a user's electric bill is unusually high due to some fault of the City, or where an error in meter reading occurs, the user's electric bill shall be adjusted to a normal bill based on the

average of the three previous month's consumption plus, where applicable, an adjustment for any unusual increase or decrease in consumption during the month in question based upon prior (6) six months experience. Notwithstanding the foregoing to the contrary and for this and all other instances wherein the City has underbilled a customer for electric usage due to City error, the City shall be allowed to collect from the underbilled customer for (6) six months of under billing only.

(14) Billing and Collection Procedure Generally.

(a) Bills for electric service shall be rendered monthly by the City, payable on or before the due date as stated on the bill, without discount for prompt payment. If any bill shall not be paid on or before the due date, such bill shall become delinquent. Any payment on such bill made thereafter, except as otherwise described in this section, shall be subject to a late fee of \$10.00. Such bills shall include the electric customer charges applicable to the month preceding the month in which the bills are rendered, all delinquent charges and all other charges due. Notwithstanding the foregoing, no customer balance of \$20.00 or less shall be subject to a late charge in any given month and any utility account shall similarly be exempt from such late charges. Such exemption shall also apply to duly documented recipients of permanent and total Social Security disability benefits for the account holder. In all cases it shall be incumbent on the customer to so advise the city as to eligibility for such exemptions. Should such request be made but inadequate documentation be presented, upon such subsequent proof of age all late charges applied in the interim shall be forgiven and credited back to the customer.

(b) All bills shall be paid at City Hall, or the drop off locations providing by the City.

(c) The City shall have the right to transfer a delinquent electric bill at one address to the account of the same consumer at another address, and shall have the right to refuse to furnish electric service or to discontinue furnishing electric service at the latter address for nonpayment of the transferred bill.

(d) Where the meter cannot be accessed by the meter reader, the City may estimate the customer's bill.

(e) Notwithstanding anything in this section to the contrary, each City user of electricity that has an electric meter shall be billed the applicable charge for each billing period.

(f) Notwithstanding anything herein to the contrary, the City shall only be allowed to collect for underbilled electrical usage for (6) six months prior to discovery of the underbilling which was caused due to City error.

(15) Use of Funds. All revenues received, collected and derived from the electric charges imposed by ordinance shall be placed as received from the customer by the City into a special fund to be known and designated as the "electric revenue fund," which fund shall be kept separate and apart from all other funds of the City. The monies in such fund shall be used for the following purposes:

(a) Operation, repair and maintenance of the electric system of the City;

(b) Construction or acquisition of any electrical system and the construction or acquisition of extensions, additions, renewals or replacements to the existing electric system of the City; and

(c) Paying all or any part of the debt service requirements of bonds issued to finance the cost of construction or acquisition of capital improvements in such amounts or proportions of such monies as may be pledged by ordinance. Remaining monies may be transferred to the City general fund for any authorized use.

SECTION 6. ILLEGAL CONNECTIONS. The City shall have the right to discontinue electric service in cases where an illegal connection is found and to assess an average electric bill for such period as it has been established that the user has been receiving electric service without payment for such service. In addition, the customer shall pay a tampering fee of \$150.00 plus the reconnection fee and any other applicable charges and/or damage.

SECTION 7. GROUNDS FOR DISCONTINUANCE OF ELECTRIC SERVICE. Any electric service may be discontinued by the City:

(1) For misrepresentation or concealment in the application as to the premises, or fixtures to be furnished with electric service, or the use to be made of such service.

(2) For waste or excessive use of electricity through improper or imperfect wiring, fixtures or appliances or in any other manner.

(3) For refusal or neglect to comply with any requirement of the department as to meter or service connection maintenance alteration or renewal or other requirement relating to the electric services of the City.

(4) For the use of electric services for or in connection with or for the benefit of any other user or purpose than that in the application.

(5) For any interference or tampering, whether by act of commission or omission, with the meter measuring the electric supply, or with seals of any meter, or with any other portion of the electric system which was or is required by the department for controlling or regulating the electric service.

(6) Where meter reader is consistently annoyed by vicious dogs.

SECTION 8. INSPECTION OF ELECTRIC SYSTEM. Subject to constitutional limitations, duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon any premises connected with the electricity of the City for the purposes of inspection and observation of electric supply wires and electric meters thereon and for making testings and readings of the electric meter or meters thereon, measuring the electricity which is or may be furnished through the electric system of the City, and for performing their duties under the provisions of this article.

SECTION 9. PENALTIES.

(a) Except as provided in subsection (b) of this section, any person who shall violate any provision of this article shall be guilty of an offense against the City, and shall also become liable to the City for any expense, loss, or damage occasioned by the City by reason of such violation.

(b) Nonpayment of electric charges shall not be deemed an offense against the City.

SECTION 10. READOPTION OF NET METERING PROGRAM.

Pursuant to FMPA direction, the City previously adopted the City of Fort Meade Net Metering Program pursuant to Ordinance No. 09-13. This Ordinance is hereby ratified and confirmed and incorporated into the modified Tariff.

SECTION 11. ADOPTION OF MODIFIED TARIFF; AUTHORIZATION TO FILE WITH FLORIDA PUBLIC SERVICE COMMISSION.

The City Commission hereby adopts the modified Tariff set forth in Exhibit "A" attached to and incorporated in this Ordinance. So as to insure compliance with FPSC rules, the City Commission has previously authorized and hereby ratifies authorization to the City Attorney to file this modified Tariff with the Florida Public Service Commission. The modified Tariff is intended to reflect the rates, terms and conditions contained in this Ordinance. The modified Tariff shall take effect

ninety (90) days following receipt of the filing thereof with the Florida Public Service Commission.

SECTION 12. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

SECTION 13. REPEAL OF PRIOR RESOLUTIONS AND ORDINANCES. Except for Ordinance No. 09-13, all provisions of any ordinance or resolution previously adopted by the City Commission that is inconsistent with or at variance with the provisions of this Ordinance are hereby repealed.

SECTION 14. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption. the rates readopted hereunder shall continue to apply to all electric service rendered after December 31, 2008, and shall be included in the first billing cycle and each subsequent cycle and all statements generated therefrom after January 1, 2009. The modified Tariff shall take effect as provided by state law.

:

PASSED ON FIRST READING this _____ day of _____,
2011.

PASSED ON SECOND READING this _____ day of _____, 2011.

CITY OF FORT MEADE, FLORIDA

James Clark, Mayor

ATTEST:

APPROVED:

Phyllis Kirk, Deputy City Clerk

Fred Hilliard, City Manager

APPROVED AS TO FORM AND
LEGALITY:

Thomas A. Cloud, Esquire
City Attorney

EXHIBIT "A"

CITY OF FORT MEADE, FLORIDA

**RATES FOR ELECTRIC SERVICE
AND GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE**

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

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Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

**CITY OF FORT MEADE
Service Area**

The City of Fort Meade provides electric service within the corporate limits of the City of Fort Meade that exist as of _____, 2011, as depicted on the map below. Questions regarding the availability of City electric service to specific addresses should be directed to the City.

[SERVICE AREA MAP]

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

City of Fort Meade, FL

[LOGO]

GENERAL RULES AND REGULATIONS GOVERNING ELECTRIC SERVICE

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

**General Rules and Regulations
Governing Electric Service**

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**GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE**

INTRODUCTION

This section of the *City's Tariff* contains the rules and regulations governing electric service.

PART I

DEFINITIONS AND CLASSIFICATIONS

1.01 Definitions:

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) City: The City of Fort Meade, Florida
- (2) Customer: The user of the City's electric service.
- (3) Service: The supply by the City of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the City's facilities, between the pole or underground cable and the point of attachment at the service entrance, which brings the service from the City's supply lines to the Customer.
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.

- (7) Point of Delivery: The point of attachment where the City's service drop is connected to the Customer's service entrance.
- (8) Connected Load: The total rated capacity in horsepower (H.P.), and/or kilowatts (kw), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- (10) Temporary Service: The supply of electricity by the City to the Customer for construction purposes; or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than a year.
- (11) Rate Schedules: The applicable schedules of rates and charges for service rendered which, are on file with the Florida Public Service Commission.

1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential Service (RS-1): Applicable to residential Customer's in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. The incidental power service that will be supplied under this rate is normally limited to single phase motors with starting currents that do not exceed the following amounts:

	<u>115V</u>	<u>230V</u>
Frequently (automatic) starting motors:	20 amps	55 amps
Infrequently (manual) started motors:	40 amps	110 amps

Where three-phase service is available, air-conditioning loads up to ten (ten) hp will be permitted hereunder. The residential rate shall not apply to service to institutions such as clubs, hotels, boardinghouses, tourist facilities and all other commercial establishments.

Also, for energy used in commonly owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owners benefit.
 - (b) None of the energy is used in any endeavor, which sells or rents a commodity or provides service for a fee.
 - (c) Each point of delivery will be separately metered and billed.
 - (d) A responsible legal entity is established as the Customer to whom the City can render its bill(s) for said service.
- (2) **General Service Non-Demand:** General service non-demand shall be available to all commercial and church customers served from existing distribution lines of the City whose average monthly consumption for the preceding twelve (12) calendar months is less than 20,000 kWh. It is applicable to all commercial business for lighting, heating, cooking, refrigeration, air-conditioning and power service. Applicability shall include retail stores, filling stations, garages, boardinghouses, hotels, motels, restaurants, cafes, theaters, laundries, dry cleaners, apartment houses, offices, etc.
- (3) **General Service Demand:** General service demand shall be available to all customers, where the average monthly use for the preceding twelve (12) calendar months is 20,000 kWh or greater. It is applicable to industrial customers engaged in the manufacture of a finished product, the extraction, fabrication or processing of a raw material, or the transportation or preservation of raw material or a finished product for use as a motive power, or for other power requirements where the average monthly use is 20,000 kWh or more. The character of serve to be A-C, sixty (60) cycles, three phase, at a voltage availability in the vicinity. At the utility's option, energy may be metered at secondary voltage.
- (4) **Outdoor Lighting Service:** Outdoor light service shall be available to all classes of electric customers. It is applicable by application of electric customers to City for area lighting service and to exchange present mercury vapor lights in area service to high-pressure sodium vapor lights. The City furnishes, installs and maintains all the materials, poles, fixtures, and lights on a on-metered electric service for a monthly rental service fee which is then included on the customers monthly electric service billing.
- (5) **Temporary Service:** Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes.

1.03 Rate Applications:

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered. The City will, upon request, advise any Customer as to the rate schedule most advantageous to his service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in the City's Rate Tariffs and are available for inspection at the City. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.

PART II

AVAILABILITY AND ESTABLISHMENT OF SERVICE

2.01 Application for Service:

Information may be obtained from the City as to the availability of service at the location where it is desired, and application for such service should be made by the Customer at the earliest possible time so that details for furnishing service may be determined. Unless otherwise agreed in writing by the City, and except as provided in Part III hereof, applications will be accepted only upon the condition that the City shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the City as well as upon the Customer. In order to insure that capacity is available in City equipment to provide satisfactory service to the Customer, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

2.02 Service Available:

The City's standards service voltage are as follows:

- 120v. 1 Ø
- 120/240 v. 1 Ø
- 120/208 v. 3 Ø 4w.
- 277/480 v. 3 Ø4w

Any request for non-standard service requires the express approval of the electric department.

2.03 Temporary Service:

The City will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the City Rate Schedule TS-1.

PART III

**NEW SERVICE EXTENSIONS AND UNDERGROUND RESIDENTIAL
DISTRIBUTION**

3.01 Contribution In Aid of Construction:

Where an extension to existing distribution facilities is required to provide service to a Customer the City shall require a Contribution in Aid of Construction (CIAC).

3.02 Route and Easement

In making line extensions hereunder, the City shall select the point of service and route, The City will not use private property for any such extension unless an easement suitable to the City is granted by the owner of such private property to the City, without cost, in accordance with the following provisions:

- (1) Private Property of Customer: Where more than one pole or primary u.g. circuit is located on a customer's property for the sole purpose of supplying service to such customer, an easements for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer, and the route of the service line across the Customer's property must be cleared of uses, undergrowth, and other obstructions to access by the City's vehicles and equipment, prior to installation of the service line by the City.
- (2) Private Property of Third Party: Where, in order to provide service to a customer, City facilities are to cross over or be located upon private property not owned by such customer, or where service to such customer is to be provided from existing City facilities so situated, an easement for all such facilities involved, including poles, guys, overhead distribution circuits, as well as conduits substructures and underground distribution circuits will be required.

- (3) Acquisition, Form and Cost: All such grants shall be obtained by the Customer upon a form acceptable to the City, properly executed by the grantor, and shall be made without cost to the City.

3.03 Installation by Customer:

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the City shall be at the sole option of the City. Customer installations shall be in accordance with the following provisions:

- (1) Inspection by City: The City requires that all wiring installations be inspected and approved by an authorized electrical inspector. The City will not render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the City Electric Services Department.

3.04 Special Service Requirements:

Where the Customer requests a more costly service arrangement than that provided by the City in accordance with its standard design, such as a remote point of delivery, excess transformer capacity, or any other special requirements, the City will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

3.05 Relocation or Modification of Existing Facilities:

When, in the judgment of the City a change in the use or layout of the Customer's premises makes the relocation or modification of the City's existing facilities necessary,

or when such relocation or modification is requested by the Customer and is consistent with sound utility practices, the City will relocate or modify such facilities in a manner acceptable to the City. The Customer shall pay the City for all cost associated with any such relocation or modification based on an invoice prepared by the City in accordance with standard estimation procedures, and if the relocation or modification is made at the Customer's request, such payment shall be made in advance.

PART IV

TERMS AND CONDITIONS OF SERVICE

4.01 Service Connection:

The City's connection with the Customer's service entrance shall be made with such service drop and shall be backed up by such transformers and related facilities and equipment as may be necessary to supply adequate electric service to the Customer in accordance with the load data furnished by the Customer at the time of applying for service.

4.02 Access to Customer Premise:

The duly authorized agents of the City shall have access at all hours to the premise of the Customer for the purpose of inspecting the Customer's installation; for installing, maintaining, inspecting or removing the City's property; for reading meters; and for other purposes incident to the rendition or termination of service to the Customer. In acting hereunder, neither the City nor its authorized agents shall be liable for trespass.

4.03 Protection of City Equipment:

The Customer shall provide proper protection for the City's equipment and facilities located on the Customer's premise, and shall permit no one but the City's agents or persons authorized by law, to have access to the City's equipment or facilities.

4.04 Continuity of Service:

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants, or agents. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by Federal or State Governments, acts of God, or other causes beyond its control. The City shall not guarantee an uninterrupted supply of electricity and shall have the right to shut off the electricity at any time for the purpose of making repairs or extensions or for other purposes incidental to the electric supply, and will not be responsible for any damage resulting therefrom. The City shall have the right to turn off electric service at the main for the protection of the City where the consumer has been found to be using electricity illegally and to assess the regular schedule of fees for restoration of service.

(1) **Priority of Curtailment:** In an emergency, the City may interrupt, curtail, or suspend electric service to all or some of its Customers; provided the City is acting in good faith and exercising reasonable care and diligence. The selection by the City of the Customers to be interrupted, curtailed, or suspended shall be conclusive on all parties concerned, and the City shall not be held liable with respect to any such interruption, curtailment, or suspension.

(2) **Restoration of Service:** In the event of an interruption, curtailment or suspension of electric service from any cause, the City reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable consistent with safety. The City shall not be held to be in default of rendering adequate electric service because of the City's preservation of system integrity for priority in the restoration of customer service.

(3) **Notification of Interruptions:** Whenever service is interrupted, curtailed, or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the Customers, and the City shall attempt to notify in advance (except in cases of emergency) those Customers who the City knows may be affected.

4.05 Indemnification by Customer:

The Customer shall indemnify, hold harmless and defend the City from and against any and all liability, proceedings, suits, costs or expense for loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the use or disposition of electricity by the Customer at or on the Customer's side of the Point of Delivery, unless such loss, damage, death or injury shall result from the sole negligence of the City.

4.06 Connection to Electric System After Disconnection From Such System or Other Utilities:

No applicant for electric service from the electric system of the City who has previously been disconnected from the electric system for nonpayment of electric charges or any other utility service shall be permitted to have a connection with the electric system until all such delinquent charges have been paid to the City, together with the amount of the applicable connection or reconnection charges as prescribed by ordinance, except as set forth in this section.

PART V

METERS

5.01 Installation and Maintenance of Meters:

The City shall have the right to connect and install or set meters of such sizes as the superintendent may determine, after consideration of all services to be served by the electric system of the City. All meters so installed shall be and remain the property of the City and shall be maintained and kept in repair by the department without cost to the user. All temporary electric service shall be metered and all charges imposed by this section shall apply thereto.

5.02 Meter Location, Etc.:

The meter location shall be as designated by the City. If a meter area is later enclosed the consumer shall, at his expense, have the meter facilities moved to an outside location. Meters for residents shall be outdoors. The City will provide meter and meter base for single-phase services of 200 amps or less. Charges will apply for meter, meter base and instrument transformers, if required, on all single-phase service above 200 amps and all three-phase services regardless of service size. The consumer shall furnish and install meter boards, service switches, and other equipment to form a complete wiring system. The number of meters shall be as determined by the electric department.

5.03 Maintenance of Meters:

The department shall maintain the proper operation of all meters. No repairs to meters shall be made other than by the electric department.

5.04 Meter Testing:

Upon written authorization for the testing, a City electric meter will be tested by the city and in the event the meter, when tested, is found to be not more than two percent fast, the expense of the test shall be paid by the customer in accordance with Rate Schedule RS-1. The meter testing fee shall be paid at the time of application or, at the option of the City, may be billed with the next regular monthly electric bill submitted to the customer. The written authorization form shall be in substantially the same form as that form attached to Ordinance No. 0-19-82 and by reference made a part hereof.

5.05 Meter Seals:

All meters will be sealed by a representative of the City. Such meter seals must not be removed, destroyed or tampered with by any person other than an authorized representative of the City.

5.06 Tampering with Meters:

Unauthorized connections to and tampering with the City's meters or metering equipment, or indications or evidences thereof, shall subject the Customer to prosecution under the laws of the State of Florida, to adjustment of prior bills for services rendered and liability for payment of the adjusted amount, and to liability for reimbursement to the City of all extra expenses incurred by the City as a result thereof, and to discontinuance of service until such indebtedness has been paid.

PART VI

CUSTOMER UTILIZATION EQUIPMENT

6.01 General Principles:

The facilities of the City are designed and maintained to supply adequate service to all Customers using normal appliances and equipment included in the load data furnished by the Customers, and the City specifies only such requirements in respect of utilization equipment as are necessary to safeguard both the Customer and the City to the end that service may be rendered to all Customers with a maximum of safety and with a minimum of interruption or disturbance. Since the appliances and equipment installed or used by one Customer may very materially affect the adequacy and continuity of service to other Customers, and because the misuse of such appliances or equipment might constitute a fire hazard or endanger life, the Customer shall consult the City concerning the attachment of any special or heavy use appliances or equipment to the Customer's installation.

6.02 Protecting Customer Installation:

The Customer's installation shall be adequately protected with approved type fuses or circuit breakers in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover or, in the absence of such local ordinances or authorities, the requirements of the National Electrical Safety Code; and, in order to safeguard both the property of the Customer and that of the City, the Customer shall not overload or overfuse any service or branch circuit thereof.

6.03 Limitations on Customer's Installation:

Customer utilization equipment should be selected and used with the view of obtaining the highest practicable power factor; and no appliance or device which, in the opinion of the City, is not properly constructed, controlled or protected, or may adversely affect the City's service to other Customers, shall be connected to the Customer's installation.

- (1) Voltage Fluctuation: All utilization equipment attached to the Customer's installation shall be such that starting and operating characteristics will not cause an instantaneous voltage drop of more than four percent of the standard voltage or cause objectionable flicker in other Customer's lighting.

- (2) Motor Regulation: All motors connected to the Customer's installation shall be equipped with satisfactory starting devices to prevent abnormal voltage fluctuations, and shall be provided with devices which will protect the motor installation against under-voltage, over-load, phase failure and short-circuit,
- (3) Power Factor Correction: Customers shall provide power factor correction apparatus satisfactory to the City on all low power factor lighting equipment, air conditioning equipment, and electric welding equipment.

6.04 Change in Customer's Installation:

Changes which in the opinion of the City would adversely affect the normal operation of the City's system or facilities shall not be made in the Customer's installation; and the Customer shall be liable for any damage resulting from a violation of this rule. Accordingly, the Customer shall give due notice to the City of any proposed changes in the Customer's installation involving substantial increases or changes in the Customer's electrical requirements since failure to do so may affect the quality of the Customer's service as well as that of the other Customers supplied from the same facilities.

6.05 Limiting Connected Load:

Where desirable or advisable, the Customer may arrange his wiring in such a manner that only a portion of the load may be served at one time. In such cases, the connected load to be used for the computation of charges shall be the largest load which can be served.

6.06 Accidental Grounds:

City assumes no responsibility for accidental grounds upon the Customer's installation, but the City will undertake, where practicable, to notify the Customer of such accidental grounds whenever the same are discovered by, or come to the attention of, the City.

PART VII

GUARANTEE DEPOSITS

7.01 Deposit Requirement:

In order to guarantee payment for service rendered, the Customer shall provide the City with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential Customers, the guarantor must be a customer of the City with a satisfactory payment record. For non-residential Customers, the guarantor need not be a customer of the City, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. The total amount of the required deposit shall be \$200.00. A deposit requirement may be waived for Customers who have previously established a satisfactory payment record with the City or meet the City's requirements for the establishment of credit. All residential electric deposits are eligible for refund upon written request to the City after 36 consecutive months of service, provided service has not been terminated nor subject thereto for nonpayment, customer has not been delinquent, i.e., subject to late charge for more than two months during such time, no checks have been returned against the account, and further, that no evidence of meter tampering has occurred. All customers with deposits of less than the foregoing figures whose subsequent practices excluding late charges place them as ineligible to have received such deposit refund had such been available to them, shall be required to establish the new customer deposit prior to reconnection. Failure to so provide such new deposit shall constitute grounds for service disconnection. In the case of a commercial or industrial customer, the deposit shall be two times an average month's bill for all services of a similar nature, including power cost adjustment and other charges constituting the total bill. Such application, when accepted by the City, upon its performance of the service applied for, shall constitute a contract between the applicant to pay the City for the services rendered, its prescribed rates therefore and to comply with all of the rules, regulations and ordinances applicable to such service. The utility deposit may be made via cash, irrevocable letter of credit or properly assigned certificates of deposit, or combination thereof, providing that those noncash forms must be issued by companies licensed to operate within the state and, in the case of banks, savings and loan associations and the like be eligible as public fund depositories. In the case of certificates of deposit, while the City shall hold the original instrument, interest may be paid to the owner directly from the financial institution. The City will not pay interest on any deposits. A commercial or industrial customer may be required to increase their utility deposit if their utility usage increases to such that their deposit would not be sufficient to cover a two-months' average bill. In such case, the customer may increase the deposit by making a new deposit of two times an average month's total bill within 36 months thereafter by paying not less than 1/12 of such new deposit each month thereafter until the new deposit is paid in full.

7.02 Refund of Deposit

After a customer has had continuous service for a period of thirty-six (36) months and established a satisfactory payment record, the City will refund a residential customer's deposit. A customer is considered to have established a satisfactory payment record if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, or had more than one (1) late payment notice. Any deposit, plus accrued interest, being held by the City upon termination of service will be credited to the customer's final bill and any remaining balance refunded.

7.03 New or Additional Deposit:

The City may require upon written notice of not less than thirty (30) days a new deposit, where previously waived or returned, or additional deposit in order to secure payment of current bills.

7.04 Interest on Deposit:

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at an interest rate determined by the City from time to time. Accrued interest will be paid annually as a credit to a Customer's monthly bill, payment upon refund of deposit, or upon final settlement of customer's account.

PART VIII

BILLING

8.01 Billing Period and Collection Procedure:

(1) Bills for electric service shall be rendered monthly by the City, payable on or before the due date as stated on the bill, without discount for prompt payment. If any bill shall not be paid on or before the due date, such bill shall become delinquent. Any payment on such bill made thereafter, except as otherwise described in this section, shall be subject to a late fee of \$10.00. Such bills shall include the electric customer charges applicable to the month preceding the month in which the bills are rendered, all delinquent charges and all other charges due. Notwithstanding the foregoing, no customer balance of \$20.00 or less shall be subject to a late charge in any given month and any utility account shall similarly be exempt from such late charges. Such exemption shall also apply to duly documented recipients of permanent and total Social Security disability benefits for the account holder. In all cases it shall be incumbent on the customer to so advise the city as to eligibility for such exemptions. Should such request be made but inadequate documentation be presented, upon such subsequent proof of age all late charges applied in the interim shall be forgiven and credited back to the customer.

(2) All bills shall be paid at City Hall, or the drop off locations providing by the City.

(3) The City shall have the right to transfer a delinquent electric bill at one address to the account of the same consumer at another address, and shall have the right to refuse to furnish electric service or to discontinue furnishing electric service at the latter address for nonpayment of the transferred bill.

(4) Where the meter cannot be accessed by the meter reader, the City may estimate the customer's bill.

(5) Notwithstanding anything in this section to the contrary, each City user of electricity that has an electric meter shall be billed the applicable charge for each billing period.

(6) Notwithstanding anything herein to the contrary, the City shall only be allowed to collect for underbilled electrical usage for (6) six months prior to discovery of the underbilling which was caused due to City error.

8.02 Prorated Monthly Bills:

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five (5) day reading range).

8.03 Measurement and Evidence of Consumption:

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the City's readings and records thereof shall be accepted and received, at all times and places as prima facia evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The City does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the City is unable to read a meter due to circumstances beyond the control of the City, such as inaccessibility of meters because of flood or stormy conditions, the City may render a minimum or estimated bill.

8.04 Delinquent Bills:

Bills are due when rendered and become delinquent if not paid within twenty-five (25) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the City's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

8.05 Vacating or Change of Occupancy:

In the event of any change of ownership or occupancy of any premises served by the electric system of the City, such new owner or occupant shall immediately notify the City of such change in writing. If any such new owner or occupant shall fail to give such notice, or shall fail to apply for electric service, and if the prior owner or occupant shall have failed to terminate his contract with the City for electric service, then the use of the electric service of the electric system of the City shall be deemed to be an acceptance by such new owner or occupant of all of the contract obligation of the prior owner or occupant to the City, and such new owner or occupant shall continue to be subject to all of the provisions of this article as fully and completely as if such new owner or occupant had applied for electric service and such application had been accepted by the City.

8.06 Service Charges:

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the City's Rate Schedule SC-1.

PART IX

LIMITATIONS OF SERVICE

9.01 Confinement of Customer's Use:

Electric service furnished to a customer shall be rendered directly to the Customer through the City's individual meter and shall be solely for the Customer's own use.

9.02 Resales Prohibited:

The City shall not be required to sell electricity to any customer for resale and, no customer shall be permitted to resell any electric energy purchased from the City.

9.03 Sub-Metering:

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the customer solely for the purpose of allocating the cost of the electricity billed by the City. Any fees or charges collected by a customer for electricity billed to the customer's account by the City, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer for no more than the customer's actual cost of the electricity billed by the City.

9.04 Crossing Public Ways Prohibited — Exception:

No customer shall extend electric lines or facilities across or under a street or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent track of land, except under the following conditions:

- (1) said structure or facility on adjacent land is at all times operated and utilized by the same customer for the same business or enterprise;
- (2) electric service through such single meter is utilized solely by such customer;
- (3) such single-meter electric service is otherwise permissible under applicable City rules and regulations and applicable rate schedule;
- (4) customer obtains written approval from the City on plans, and any extension or revision thereof, for such single-meter service arrangement; and

- (5) customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's electric facilities.

9.05 Attachments to Poles Prohibited:

Customers and others are forbidden to use the City's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the City's facilities as to cause, or to be likely to cause, interference with the City's operations or a dangerous condition, The City shall have the right to remove any unauthorized attachments without notice and without liability for damages arising from such removal.

PART X

DISCONTINUANCE AND WITHHOLDING OF SERVICE

10.01 Grounds for Discontinuance or Withholding of Service:

The City may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission applicable to public utilities which are regulated by the Commission, and may refuse or discontinue service for the following additional reasons:

- (1) For misrepresentation or concealment in the application as to the premises, or fixtures to be furnished with electric service, or the use to be made of such service.
- (2) For waste or excessive use of electricity through improper or imperfect wiring, fixtures or appliances or in any other manner.
- (3) For refusal or neglect to comply with any requirement of the department as to meter or service connection maintenance alteration or renewal or other requirement relating to the electric services of the City.
- (4) For the use of electric services for or in connection with or for the benefit of any other user or purpose than that in the application.
- (5) For any interference or tampering, whether by act of commission or omission, with the meter measuring the electric supply, or with seals of any meter, or with any other portion of the electric system which was or is required by the department for controlling or regulating the electric service.
- (6) Where meter reader is consistently annoyed by vicious dogs.
- (7) The City shall have the right to discontinue electric service in cases where an illegal connection is found and to assess an average electric bill for such period as it has been established that the user has been receiving electric service without payment for such service. In addition, the customer shall pay a tampering fee of \$150.00 plus the reconnection fee and any other applicable charges and/or damage.

10.02 Notice of Discontinuance:

The City will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 Medically Essential Service:

For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential and shall be consistent with the requirements of the City's tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The City may require certification no more frequently than once every twelve (12) months.

The City shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills. The City shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the City and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the City shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date, if the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the City may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the City may disconnect service on the specified date.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The City does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the City.

10.04 Liability for Discontinuance:

Whenever the City shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the City shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection:

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit:

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customers bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.

PART XI

NET METERING

11.01 Short Title:

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

11.02 Legislative Findings and Intent:

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

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

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

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

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

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

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

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

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

11.03 Adoption of Net Metering Program:

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

11.04 Monthly Rate:

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

11.05 Metering:

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

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

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

11.06 Billing:

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

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

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

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

(4) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, 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 Fort Meade to the Customer, at City's wholesale avoided cost rate.

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

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

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

11.07 Fees:

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

Tier 1 – No Fee

Tier 2 - \$300.00

Tier 3 - \$400.00

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

11.08 Authorization:

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

Index of Rate Schedules

Rate Schedule Designation	Index of Rate Schedules	Begins On Sheet No.
BA-1	Billing Adjustments	3.100
SC	Service Charges	3.200
RS-1	Residential Service	3.300
GS-1	General Service Non-Demand	3.400
GSD-1	General Service-Demand	3.500
LS-1	Outside Lighting Services	3.600
NM-1	Net Metering	3.700

**RATE SCHEDULE BA-1
BILLING ADJUSTMENTS**

Applicable:

To the Rate per Month provision in each of the City's rate classifications.

Fuel Adjustment Factor.

The energy charge for all rate classes shall be increased or decreased monthly by an amount per kilowatt hour (kwh) to reflect any increase or decrease in the purchase cost of bulk power to the City. The City hereby authorizes the City Manager to adjust the monthly purchase power / fuel adjustment with the following objective: a) the fund must be a positive number at the end of the fiscal year, and b) the fund balance will be adjusted to maintain the fund at the original level at the end of the next twelve months. To calculate this monthly adjustment, the City Manager shall (i) calculate the net difference between budgeted sales and actual sales revenue, (ii) calculate the net difference between budgeted purchase cost and the actual purchase cost, (iii) add (i) and (ii) together to determine the total differential between purchases and sales. Then, to calculate the actual adjustment, the City Manager shall divide the differential by the projected total kwh sales for the next twelve months, project the revenue from the calculated adjustment for each of the next twelve months, and compare the cash flow to insure that the Rate Stabilization Fund stays positive and returns to the base figure of \$200,000 by the end of the twelve months. As long as the Rate Stabilization Fund remains positive throughout the next twelve-month period, the City Manager may decide to forego the implementation of the change in the applied rate. If the cash flow projections appear to allow the Rate Stabilization Fund to go negative for any month during the next twelve month period, then the purchase power / fuel adjustment used for billing must be adjusted to recover the shortfall.

Gross Receipts Tax Factor.

In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

Franchise Fee Equivalent.

A Franchise Fee Equivalent is applied to the charges for electric service (exclusive of any municipal, county, or state sales tax) provided to customers within the jurisdictional limits of the City. The franchise fee equivalent is added to the charges for electric service prior to the application of any appropriate taxes. The City has established the franchise fee equivalent at six percent.

Continued on Page 2

**RATE SCHEDULE BA - 1
BILLING ADJUSTMENTS
(Continued from Page No.1)**

Municipal Tax.

A municipal tax is applied to the charge for electric service provided to customers within the jurisdictional limits of the City. The City has established a tax rate of ten percent.

Sales Tax.

A state sales tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the City). The State sales tax shall be determined in accordance with the State's sales tax laws. The amount collected by the City shall be remitted to the State in the manner required by law. Orange County Florida has imposed a County Discretionary Sales Surtax and such tax shall be applied and paid in a like manner.

Establishment of Service.

Charges for the establishment or re-establishment of service shall be in accordance with Rate Schedule SC-1, Service Charges herein and the City's General Rules and Regulations Governing Electric Service.

Returned Check Charge.

Service charges for each check dishonored by the bank upon which it is drawn shall be in accordance with SC-1, Service Charges herein.

Issued By: Fred Hilliard, City Manager

Effective Date: _____, 2011

**RATE SCHEDULE SC – 1
SERVICE CHARGES**

Page 1 of 2

Establishment of Service.

A service charge shall be made for each establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of City or Commission Rules.

1. A charge of \$61.00 will be made for initial establishment of service to said premise.
2. A charge of \$60.00 will be made for each subsequent re-establishment of service to said premise performed after hours, weekends and holidays.
3. A Charge of \$60.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission rules where such reconnection is performed during normal working hours (M-F, 7 AM-7 PM).
4. A charge of \$120.00 will be made for the reconnection of service for nonpayment or violation of City or Commission rules where such reconnection is performed outside of normal working hours.
5. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of 1.5% except the accounts of federal, state, and local governmental entities, agencies and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate of \$10 per late payment, but the Late Payment Charge for GS Demand shall be \$60.00 per late payment.

Returned Check Charge.

A service charge of \$25.00 or 5% of the amount of the check, whichever is greater, shall be added to the customer's bill for electric service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for the failure to pay the returned check charge.

Continued on Page 2

**RATE SCHEDULE SC - 1
SERVICE CHARGES
(Continued from Page No.1)**

Other Electric Service Charge.

Service Transfer Charge:	\$30.00
Deposit:	
Residential	\$200.00, waived for customers with satisfactory credit reference(s)
General Service:	2 times estimated bill, \$300.00 minimum
Contribution in Aid of Construction:	Cost of materials
Line Extension Charge:	Difference between estimated cost and estimated 30 month revenue
Underground Differential Charge:	Estimated differential cost above overhead construction, payable before work begins
Transformer Ownership Discount:	\$0.15 per kW of billing demand
Primary Metering Credit:	Billed kWh is 98.5% of metered kWh
Pole Set:	\$25.00
Three Phase:	\$50.00
Pole Rental Monthly:	\$3.00
Temporary Pole:	\$30.00
Disconnect at Pole:	\$60.00
Meter Reset Charge:	\$20.00
Meter Test Charge:	\$30.00
Meter Tampering Charge:	Based on actual damage and cost to repair. Deposit is raised to 3 times average bill. Also, a \$150 charge, plus costs of investigation and damage

Services Rendered Outside City Limits.

A ten percent service charge is assessed by the City of Fort Meade, Florida, for all services rendered outside the corporate limits of the City of Fort Meade.

**RATE SCHEDULE RS – 1
RESIDENTIAL SERVICE**

Availability:

Available throughout the entire territory served by the City.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the City can render its bill(s) for said service.

Character of Service:

The incidental power service that will be supplied under this rate is normally limited to single phase motors with starting currents that do not exceed the following amounts:

	<u>115V</u>	<u>230V</u>
Frequently (automatic) starting motors:	20 amps	55 amps
Infrequently (manual) started motors:	40 amps	110 amps

Where three-phase service is available, air-conditioning loads up to ten (ten) hp will be permitted hereunder. The residential rate shall not apply to service to institutions such as clubs, hotels, boardinghouses, tourist facilities and all other commercial establishments. Three-phase service, if available, will be supplied only under the conditions set forth in the City's Electric Service Policies.

(Continued on Page 2)

**RATE SCHEDULE RS – 1
RESIDENTIAL SERVICE**
(Continued from Page No. 1)

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's Electric Service Policies.

Rate Per Month:

Customer Charge:	\$12.96
Energy and Demand Charges:	
Non-Fuel Energy Charges:	
All kWh	7.660 cents per kWh
Additional Charges	
Fuel Adjustment Factor	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100
Franchise Fee Equivalent:	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax	See Sheet No. 3.101

Minimum Monthly Bill:

The Minimum Monthly Bill shall be the Customer Charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission rules or City Electric Service Policies.

**RATE SCHEDULE GS-1
GENERAL SERVICE – NON-DEMAND**

Availability:

Available throughout the entire territory served by the City.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies.

Rate Per Month:

Customer Charge:	\$17.28
Energy and Demand Charges:	
Non-Fuel Energy Charge:	9.060 cents per kWh

(Continued on Page 2)

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

**RATE SCHEDULE GS-1
GENERAL SERVICE. NON-DEMAND**
(Continued from Page No. 1)

Additional Charges:

Fuel Adjustment Factor:	See Sheet No. 3.100
Gross Receipts Tax Factor:	See Sheet No. 3.100
Franchise Fee Equivalent:	See Sheet No. 3.100
Municipal Tax:	See Sheet No. 3.101
Sales Tax:	See Sheet No. 3.101

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge, plus Fifty Cents (\$0.50) per horsepower connected load above six (6) horsepower plus other applicable charges covered by ordinance, state statutes and federal laws. The above rates are based upon the service to the premises through a single delivery and metering point and at a single voltage. Separate supply for the same customer at other points of consumption, or at a different voltage, shall be separately metered and billed. Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission rules or City Electric Service Policies.

Continued on Page 3

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

**RATE SCHEDULE GS-1
GENERAL SERVICE. NON-DEMAND**
(Continued from Page No.2)

Term of Service (continued):

Customers taking service under another City rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve months.

Where special equipment to serve the customer is required, the City may require a specified term of service contract.

Special Provisions:

The City may, under the provisions of this rate, require a contract with the Customer upon the City's contract form. Whenever the Customer increases his electrical load, which increase requires the City to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

The City will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the Customer shall be furnished and maintained by the Customer. The Customer may request the City to furnish such additional equipment, and the City, at its sole option, may furnish, install and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.

For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the City, be estimated in lieu of installing meters.

**RATE SCHEDULE GSD-1
GENERAL SERVICE - DEMAND**

Availability:

Available throughout the entire territory served by the City.

Applicable:

General service demand shall be applied to all customers where the average monthly use is 20,000 kWh or greater. A general service customer qualified for this rate upon consumption of 20,000 kWh during a monthly billing cycle, subsequent billing shall be at the General Service Rate without Demand after one year of average consumption less than 20,000 kWh. At the utility's option, energy may be metered at secondary voltage.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the City's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective Electric Service Policies.

Rate Per Month:

Customer Charge:	\$42.00
Demand Charge:	\$9.42 per kW
Energy Charge:	
Non-Fuel Energy Charge:	5.360 cents per kWh

Determination of Billing Demand:

The billing demand shall be the maximum 30 minute kW demand established during the current billing period.

Continued on Page 2

**RATE SCHEDULE GSD-1
GENERAL SERVICE – DEMAND**
(Continued from Page No.2)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the Customer is required, the City may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at City-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the City from the Customer to disconnect, or upon disconnect by the City under Florida Public Service Commission or City Rules.

Customers taking service under another City rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

Where special equipment to serve the Customer is required, the City may require a specified term of service contract.

Special Provisions:

The City may, under the provisions of this rate, require a contract with the Customer. Whenever the Customer increases his electrical load, which increase requires the City to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

Continued on Page 4

**RATE SCHEDULE GSD-1
GENERAL SERVICE – DEMAND**
(Continued from Page No. 3)

Special Provision (continued):

The City will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the Customer shall be furnished and maintained by the Customer. The Customer may request the City to furnish such additional equipment, and the City, at its sole option, may furnish, install, and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.

**RATE SCHEDULE LS-1
OUTDOOR LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the City.

Applicable:

To any customer, for the sole purpose of lighting roadways or other outdoor land use areas served from either the City or Customer owned fixtures of the type available under this rate schedule.

Character of Service:

The City furnishes, installs and maintains all the materials, poles, fixtures, and lights on a non-metered electric service for a monthly rental service fee which is then included on the customers monthly electric service billing.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the City's currently effective "Electric Service Policies."

Rate:

<u>Fixture Size</u>	<u>kWh</u>	<u>Basic Rate</u>
100 Watt high-pressure sodium vapor light	46	\$ 8.75
250 Watt high-pressure sodium vapor light	86	\$17.50
400 Watt high-pressure sodium vapor light	152	\$25.00
1000 Watt high-pressure sodium vapor light	314	\$46.75

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

**RATE SCHEDULE NM-1
NET METERING**

Availability:

Available throughout the entire service area served by the City.

Applicable:

To any customers who:

1. Takes retail service from the City under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed 2 megawatts (2 MW) that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
 - Tier 1 = 10kW or less;
 - Tier 2 = greater than 10kW and less than or equal to 100kW;
 - Tier 3 = greater than 100kW and less than or equal to 2 MW
3. Interconnected and operates in parallel with City of Fort Meade's electric distribution system.
4. Provides the City an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and the City.

STANDARD FORMS

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

TRI-PARTY NET METERING POWER PURCHASE AGREEMENT

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 20____, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida hereinafter "FMPA"), City of Fort Meade, a body politic (hereinafter "City of Fort Meade"), and _____, a retail electric customer of City of Fort Meade (hereinafter "Customer").

Section 1. Recitals

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

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

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

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

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

Section 2. Interconnection

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

Section 3. Metering

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

Section 4. Purchase of Excess Customer-Owned Renewable Generation

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

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

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by City of Fort Meade to the Customer in accordance with the City of Fort Meade' Net Metering Service Rate Schedule.

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

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

Section 5. Renewable Energy Credits

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

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

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by City of Fort Meade to Customer; or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or City of Fort Meade' Standard Interconnection Agreement for Customer-Owned Renewable Generation.

Section 7. Miscellaneous Provisions

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

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

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

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

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

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

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

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, City of Fort Meade, and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, City of Fort Meade, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, City of Fort Meade, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or City of Fort Meade of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

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

City of Fort Meade

Florida Municipal Power Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Date: _____

(Print Name)

(Signature)

Customer's City of Fort Meade Account Number: _____

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

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

- a) FMPA shall pay City of Fort Meade for the excess kWh energy delivered by customer-owned renewable generation to City of Fort Meade' electric system. Every month, City of Fort Meade shall determine the total kWh of customer-owned renewable generation that is delivered to City of Fort Meade' electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2nd working day of every month. FMPA will then provide a monthly payment to City of Fort Meade in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

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

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

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

II. Payment for Unused Excess Energy Credits

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

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

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

WITNESSETH

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

Whereas, City of Fort Meade operates an electric system serving **DESCRIBE SERVICE TERRITORY**; and

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

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

Issued By: Fred Hilliard, City Manager

Effective Date: _____, 2011

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

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

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

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

6. The Customer shall fully comply with City of Fort Meade's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City of Fort Meade from time to time.

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

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

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

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

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

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

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

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

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

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

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

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

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

19. City of Fort Meade recommends the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability.

This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of City of Fort Meade's electrical distribution system.

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

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

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

33. This Agreement is solely for the benefit of City of Fort Meade and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than City of Fort Meade or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon City of Fort Meade and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Fort Meade of the sovereign immunity applicable to City of Fort Meade as established by Florida Statutes, 768.28.

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

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

City of Fort Meade:

Customer:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Fort Meade Account Number:

Issued By: Fred Hilliard, City Manager

Effective Date: _____, 2011

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

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

WITNESSETH

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

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

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

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

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

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

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

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Fort Meade.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City of Fort Meade distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify City of Fort Meade of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's City of Fort Meade distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$300.00 for the review and processing of the application.
6. The Customer shall fully comply with City of Fort Meade's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City of Fort Meade from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;

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

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

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

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

11. The Customer agrees to permit City of Fort Meade, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. City of Fort Meade will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City of Fort Meade may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide City of Fort Meade access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary,

to meet City of Fort Meade's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to City of Fort Meade advising City of Fort Meade of the date and time at which Customer intends to place the system in service, and City of Fort Meade shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. This Agreement is solely for the benefit of City of Fort Meade and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than City of Fort Meade or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon City of Fort Meade and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Fort Meade of the sovereign immunity applicable to City of Fort Meade as established by Florida Statutes, 768.28.

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

City of Fort Meade:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City of Fort Meade Account Number:

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

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

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

_____.

WITNESSETH

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

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

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

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

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

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

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

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Fort Meade.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with City of Fort Meade distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify City of Fort Meade of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90% of the Customer's City of Fort Meade distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$400.00 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$1,500.00 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed \$3,000.00. Should the actual cost of the study be less than the \$3,000.00 deposit, the difference shall be refunded to the Customer.
6. The Customer shall fully comply with ' City of Fort Meade s Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by City of Fort Meade from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

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- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

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

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

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

11. The Customer agrees to permit City of Fort Meade, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. City of Fort Meade will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City of Fort Meade may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide City of Fort Meade access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet City of Fort Meade's legal obligation to provide service to its customers. At least ten

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. This Agreement is solely for the benefit of City of Fort Meade and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than City of Fort Meade or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon City of Fort Meade and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Fort Meade of the sovereign immunity applicable to City of Fort Meade as established by Florida Statutes, 768.28.

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Effective Date: _____, 2011

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

City of Fort Meade:

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Fort Meade Account Number:

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011

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

TIER 1 - 10 KW or Less

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

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

The City of Fort Meade customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Fort Meade's electrical system are required to complete this application. When the completed application and fees are returned to City of Fort Meade, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City of Fort Meade, City Hall 8 West Broadway, or City website, www.cityoffortmeade.com

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer's Address: _____

Reference or Model Number: _____

Serial Number: _____

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Effective Date: _____, 2011

3. Facility Rating Information

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

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$300.00 for Tier 2 and \$400.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$1,500.00 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The Customer will be responsible for actual costs of the study, not to exceed \$3,000.00. Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.

6. Required Documentation

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

A. Documentation demonstrating that the installation complies with:

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

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

C. Proof of insurance in the amount of:

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

EXHIBIT "B"

CITY OF FORT MEADE ELECTRIC METERING AREA MEETS AND BOUNDS

BEGIN AT THE SW CORNER OF SECTION 22 OF TOWNSHIP 31 SOUTH, RANGE 25 EAST. GO NORTH TO NW CORNER OF SAME SECTION 22. GO EAST TO NE CORNER OF SAME SECTION 22. CONTINUE EAST ALONG NORTH BOUNDARY OF SECTION 23 APPROXIMATELY ONE HALF MILE TO PEACE RIVER. FOLLOW PEACE RIVER SOUTH TO SOUTH BOUNDARY OF SECTION 23 OF SAME T 31 S AND R 25 E. CONTINUE SOUTH ALONG PEACE RIVER APPROXIMATELY ¼ MILE OF SECTION 26 OF SAME T 31 S AND R 25 E TO US HWY 98. GO EAST ¼ MILE ALONG HWY US 98 TO EAST BOUNDARY OF SAME SECTION 26 TO INCLUDE ¼ MILE NORTH OF HWY US 98. CONTINUE ¾ MILE EAST ALONG US HWY 98 ARRIVING WITHIN SECTION 25 OF T 31 S AND R 25 E TO INCLUDE ¼ MILE NORTH OF US HWY 98 TO CURVE. GO SOUTH ALONG US HWY 98 ¼ MILE TO SOUTH BOUNDARY OF SAME SECTION 25 AND BEGINNING OF PARRISH ROAD. CONTINUE ½ MILE SOUTH ON PARRISH ROAD TO INCLUDE 3 AND ¼ MILES TO EAST BOUNDARY OF SECTION 32 OF T 31 S AND R 26 E BEING ALSO US HWY 98 WITH THE FORT MEADE METERING BOUNDARY BEING ¼ MILE TO THE WEST. RETURN NORTH TO US HWY 98. GO EAST APPROXIMATELY ¼ MILE TO KELLER ROAD TO INCLUDE ½ MILE NORTH OF SOUTH BOUNDARY OF SECTION 25 T 31 S R 25 E ALSO BEING US HWY 98. GO SOUTH ½ MILE ON KELLER ROAD. CONTINUE SOUTH ON KELLER ROAD APPROX ¼ MILE AND INCLUDE 3 MILES TO THE EAST METERING BOUNDARY. RETURN TO US HWY 98 AND KELLER ROAD. GO EAST ON US HWY 98 ¾ MILE TO LANIER ROAD INCLUDING ½ MILE TO THE NORTH OF US HWY 98. GO SOUTH ¾ MILE ON LANIER ROAD TO STORY ROAD. THIS IS THE APPROXIMATE SOUTH METERING BOUNDARY. RETURN TO US HWY 98 AND LANIER ROAD. GO 2 AND ¼ MILES EAST ON HWY US 98 TO EAST METERING BOUNDARY SOUTH OF US HWY 98. CONTINUE TO INCLUDE ½ MILE TO THE NORTH OF US HWY 98. THIS POINT ON US HWY 98 IS ON THE SOUTH BOUNDARY OF SECTION 29, T 31 S AND R 26 E. CONTINUE EAST ON US HWY 98 ¼ MILE INCLUDING ONLY THE ½ MILE NORTH OF US HWY 98. THIS IS THE EAST METERING BOUNDARY NORTH OF US HWY 98. RETURN TO PEACE RIVER AND HWY US 98. GO EAST ¼ MILE TO EAST BOUNDARY OF SECTION 26 OF T 31 S R25 E. GO 1 AND ¼ MILE SOUTH ON THE EAST BOUNDARY OF SAID SECTION 26 TO THE SE CORNER OF SECTION 35 OF T 31 S R 25 E. GO WEST ½ MILE ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 TO PEACE RIVER. CONTINUE WEST ON THE SOUTH BOUNDARY OF SECTION 35 (BEING THE BOUNDARY BETWEEN T 31 S AND T 32 S) TO INCLUDE ¼ MILE SOUTH OF SAID BOUNDARY TO THE SE CORNER OF THE ABOVE MENTIONED SECTION 35. GO SOUTH 5/8 MILE TO BERQUIST ROAD ALONG THE EAST BOUNDARY OF SECTION 3 T 32 S R 25 E BEING MT. PISGAH ROAD. GO NORTH 3/8 MILE ALONG THE WEST RIGHT OF WAY OF MT. PISGAH ROAD. TURN WEST AND GO ONE MILE TO SAND MOUNTAIN ROAD BEING THE WEST BOUNDARY OF ABOVE MENTIONED SECTION 3. GO SOUTH 3/8 MILE TO INCLUDE PROPERTY TO THE EAST UP TO THE CSX RAILROAD. RETURN NORTH ALONG THE WEST BOUNDARY OF SECTION 3 TOWNSHIP 32 SOUTH RANGE 25 EAST 5/8 MILE TO THE NORTH BOUNDARY OF T 32 S. CONTINUE NORTH 2 MILES FROM THIS SW CORNER OF SECTION 34 OF T 31 S R 25 E TO THE SW CORNER OF SECTION 22 OF T 31 S R 25 E BEING THE POINT OF BEGINNING.

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Effective Date: _____, 2011

CONTRACTS and AGREEMENTS

(Reserved for Future)

Issued By: Fred Hilliard, City Manager
Effective Date: _____, 2011