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FILED 10/29/2019
DOCUMENT NO. 09943-2019
FPSC - COMMISSION CLERK

VIA Electronic Filing

October 28, 2019

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

Re: City of Ocala, Florida – Revised Tariff Sheets

Dear Mr. Teitzman:

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

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

- a) Fifth Revised Sheet No. 17.0 – *Net-Metering Service Rate Schedule*;
- b) First Revised Sheet No. 17.1 - *Net-Metering Service Rate Schedule (Continued)*;
- c) First Revised Sheet No. 17.2 – *Net-Metering Service Rate Schedule (Continued)*;
- d) First Revised Sheets 19.0-19.2 – *Application for Interconnection of Customer-Owned Generation Systems*;
- e) First Revised Sheets No. 20.0-20.6 – *Tri-Party Net-Metering Power Purchase Agreement*;
- f) First Revised Sheets No. 21.0-21.9 – *Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*;
- g) First Revised Sheets No. 22.0-22.8 – *Tier 2 – Standard Interconnection Agreement Customer-Owned Renewable Generation System, and*,
- h) First Revised Sheets No. 23.0-23.8 – *Tier 3 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*.

Also included is a copy of the Ocala City Council Synopsis of September 24, 2019, approving as amended the foregoing tariff sheet revisions effective October 1, 2019. Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

**NET-METERING SERVICE
RATE SCHEDULE—~~NM~~**

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Ocala doing business as Ocala ~~Electric~~ Utility ~~Services~~ (hereinafter “~~OEUS~~”) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two megawatts (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:
 - (a) Tier 1 = Ten (10) kW or less;
 - (b) Tier 2 = Greater than 10kW and less than or equal to 100kW;
 - (c) Tier 3 = Greater than 100kW and less than or equal to two (2) MW.
3. Is interconnected and operates in parallel with the OUS distribution system;
4. Provides ~~OEUS~~ with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net-Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and ~~OEUS~~.

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

METERING:

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

(Continued to Sheet No. 17.1)

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 ~~OEUS~~.

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

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

- 1) Customer shall be billed for the total amount of electric power and energy delivered to customer by ~~OEUS~~ 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 ~~OEUS~~' energy. 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 ~~OEUS~~ 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 energy generated by the customer-owned renewable generation that is delivered to ~~OEUS~~ during the previous billing cycle. The credit from ~~OEUS~~ shall be equal to the "ARP \$/kWh Renewable Generation Credit Rate" as determined by the City of Ocala's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.
- 4) OEU offers a demand credit to net-metering customers which recognizes their contribution towards lowering OEU's billed coincident peak. The demand credit is outside of the Tri-Party Agreement. The demand credit is determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand is credited to the customer at OEU's invoiced demand rate and is credited on the customer's subsequent bill.
- 45) 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 ~~OEUS~~ to the customer.
- 5) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by ~~OEUS~~.

(Continued to Sheet No. 17.2)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~2014~~ October 1, 2019

Effective: ~~November 18,~~

Assistant City Manager/Electric Utility Director Services

OCALA ~~ELECTRIC~~ UTILITY ~~SERVICES~~
REVISED SHEET NO. 17.2

OCALA, FLORIDA
(Continued from Sheet No. 17.1)

~~Original Sheet No. 17.2~~FIRST

CANCELS ORIGINAL SHEET NO. 17.2

- 6) Regardless of whether any excess energy is delivered to OEUS 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 OEUS 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 OEUS pursuant to this Schedule, from all participating OEUS customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on OEUS.

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 - ~~\$320.00~~375.00

Tier 3 - ~~\$470.00~~750.00

(a) Tier 3 Study Fee – Deposit of \$2,500 must be paid at time of application, for the estimated costs of the study. Customer is to pay the actual cost of study, ~~not to exceed \$2,500.~~ Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
~~2014~~October 1, 2019

~~Assistant City Manager~~/Electric Utility ~~Services~~Director

Effective: ~~November 18,~~

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 Ocala Electric Utility’s ~~Services~~ 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 ~~\$320375~~ for Tier 2 and ~~\$470750~~ 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 ~~\$2,500~~ the estimated costs of the study (to be determined at the time of the application) must ~~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 the actual costs of the study, ~~not to exceed \$2,500~~. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility ~~Services~~ by the customer.

A. Documentation demonstrating that the installation complies with the following (or most current version at time of inspection approval):

1. IEEE 1547 (2003~~18~~) 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~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

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

(Continued on Sheet No. 19.2)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~2014~~ October 1, 2019

~~Assistant City Manager~~ Electric Utility Services ~~Director~~

Effective: ~~November 18,~~

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

- 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)

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this “Agreement”) is entered into this _____ day of _____, 20____, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter “FMPA”), the City of Ocala doing business as Ocala ~~Electric~~ Utility ~~Services~~, a body politic (hereinafter “~~OEUS~~”), and _____, a retail electric customer of ~~OEUS~~ (hereinafter “Customer”).

Section 1. Recitals

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

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

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

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the ~~OEUS~~ electric distribution system until Customer has executed ~~OEUS~~’s electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions.

(Continued on Sheet No. 20.1)

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
~~2014~~October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager~~/Electric Utility ~~Services~~Director

2.01 OEUS requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEUS shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEUS's electric distribution system.

Section 3. Metering

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

4.02. Excess customer-owned renewable generation shall be delivered to the OEUS 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 the OEUS 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 OEUS.

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 OEUS to the Customer in accordance with the OEUS Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Issued by: Lawrence NovakMichael Poucher, P.E.
2014October 1, 2019

Effective: November 18,

Assistant City Manager/Electric Utility ServicesDirector

4.04. FMPA and OEUS 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 OEUS equipment or part of OEUS's system; or (b) if either FMPA or OEUS 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 OEUS 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 OEUS pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEUS customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEUS 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 OEUS 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.

(Continued on Sheet No. 20.3)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~2014~~ October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager~~ Electric Utility Services Director

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

Section 7. Miscellaneous Provisions

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

7.02. Amendment. It is understood and agreed that FMPA and ~~OEUS~~ 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 ~~OEUS~~ 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 ~~OEUS~~ 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 ~~OEUS~~, 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.

(Continued on Sheet No. 20.4)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
2014 October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager~~ Electric Utility Services Director

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 Marion County, Florida, or the United States District Court sitting in Marion 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, OEUS, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEUS, 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, OEUS, 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 OEUS of the sovereign immunity applicable to either or both as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
~~2014~~October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager~~/Electric Utility ~~Serviees~~Director

OCALA ELECTRIC UTILITY SERVICES
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

~~ORIGINAL~~FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

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

City of Ocala Electric Utility Services

Florida Municipal Power Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Date: _____

(Print Name)

(Signature)

Customer's City of Ocala Electric Utility Services Account Number:

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

(Continued to Sheet No. 20.6)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~2014~~October 1, 2019

Effective: ~~November 18,~~

Assistant City Manager/Electric Utility ServicesDirector

**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 OEUS for the excess kWh energy delivered by customer-owned renewable generation to OEUS's electric system. Every month, OEUS shall determine the total kWh of customer-owned renewable generation that is delivered to OEUS's electric ~~system, and system and~~ shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEUS 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 = Three (3)-month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

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

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, OEUS shall pay the Customer for any unused excess energy credits in accordance with the OEUS Electric 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 the City of Ocala doing business as Ocala ~~Electric~~ Utility ~~Services~~ (hereinafter called **OEUS**), a body politic. **Customer** and **OEUS** 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 ten (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, **OEUS** operates an electric system serving the City of Ocala; and

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

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

(Continued on Sheet No. 21.1)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
2014 October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager/~~ Electric Utility Services Director

OCALA ~~ELECTRIC UTILITY SERVICES~~
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

~~ORIGINAL FIRST REVISED~~ SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

Whereas, the OEUS desires to provide interconnection of a RGS under conditions which will ~~insure~~ensure the safety of OEUS 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 the City of Ocala Electric Utility ~~Services~~ (OEUS).
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 OEUS's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEUS 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 ten kilowatt (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 two megawatts (2MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEUS's distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with OEUS's Design Standards following NEC standards as those documents may be amended or revised by OEUS from time to time.

Continued to Sheet No. 21.2)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~November 18, 2014~~ October 1, 2019
~~Assistant City Manager~~ Electric Utility ~~Services~~ Director

Effective:

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

- a. IEEE-1547 (~~2003~~18) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (~~2005~~10) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer 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 OEUS, 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 OEUS. 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 OEUS.

10. Prior to commencing parallel operation with OEUS'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 OEUS. OEU will require proof of system commission testing by a qualified third-party test company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes and standards, prior to setting of OEU metering equipment.

(Continued on Sheet No. 21.3)

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
~~November 18, 2014~~October 1, 2019

~~Assistant City Manager~~/Electric Utility ServicesDirector

Effective:

11. The Customer agrees to permit OEUS, 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. OEUS will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEUS 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 OEUS 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 OEUS'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 OEUS advising of the date and time at which Customer intends to place the system in service, and OEUS 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. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEUS interactive inverter or interconnection system equipment that ceases to interconnect with the OEUS system upon a loss of OEUS's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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

14. The Customer shall not energize the OEUS system when OEUS's system is deenergized. The Customer shall cease to energize the OEUS system during a faulted condition on the OEUS system and/or upon any notice from OEUS that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEUS system prior to automatic or non-automatic reclosing of OEUS's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEUS'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 OEUS system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related

(Continued on Sheet No. 21.4)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.

Effective: ~~November 18, 2014~~ October 1, 2019

~~Assistant City Manager~~ Electric Utility Services Director

related accessories of its RGS system, due to the normal or abnormal operation of OEUS 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 OEUS's system, such that back feed from the customer-owned renewable generation system to OUS' 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 OEUS and capable of being locked in the open position with an OEUS padlock. When locked and tagged in the open position by OEUS, this switch will be under the control of OEUS.

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

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

19. OEUS requires 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. OEUS 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 OEUS to Customer, and measure the energy delivered by Customer to OEUS. 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 OEUS.

(Continued on Sheet No. 21.5)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
Effective: ~~November 18, 2014~~ October 1, 2019
Assistant City Manager/Electric Utility Services Director

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 OEUS 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 OEUS, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEUS'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, OEUS, 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. OEUS 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 OEUS'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. OEUS system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEUS practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEUS equipment, any part of OEUS's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on OEUS's system due to the operation of the Customer's generation or protective equipment as determined by OEUS.

(Continued to Sheet No. 21.6)

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

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEUS, 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 OEUS.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEUS's electrical distribution system, irrespective of any fault on the part of OEUS.
- 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.

(Continued on Sheet No. 21.7)

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without ~~OEUS'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 ~~OEUS~~ 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 ~~OEUS~~ 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 ~~OEUS's~~ tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to ~~OEUS's~~ Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and ~~OEUS~~ 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 Marion County, Florida, and ~~OEUS~~ 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 ~~OEUS's~~ electrical distribution system.

(Continued on Sheet No. 21.8)

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
2014~~October 1, 2019~~

Effective: ~~November 18,~~

~~Assistant City Manager~~/Electric Utility ~~Services~~Director

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEUS, including OEUS'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. OEUS 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, OEUS 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 OEUS 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 OEUS pursuant to the OEUS's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEUS customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEUS system.

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

(Continued on Sheet No. 21.9)

Issued by: ~~Lawrence Novak~~Michael Poucher, P.E.
~~2014~~October 1, 2019

Effective: ~~November 18,~~

~~Assistant City Manager~~/Electric Utility ServicesDirector

OCALA ~~ELECTRIC~~ UTILITY ~~SERVICES~~
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

~~ORIGINAL~~ FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

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

City of Ocala Electric Utility ~~Services~~:

Customer:

By: _____

By: _____

(Print Name)

Title: _____

(Signature)

Date: _____

Date: _____

City of Ocala Electric Utility ~~Services~~ Account
Number:

Approved as to form and legality:

Patrick Gilligan
City Attorney

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~November 18, 2014~~ October 1, 2019

~~Assistant City Manager~~ Electric Utility ~~Services~~ Director

Effective:

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Ocala doing business as Ocala ~~Electric~~ Utility ~~Serviees~~ (hereafter called "**OEUS**"), a body politic. Customer and **OEUS** shall collectively be called the "**Parties**". The physical location/premise where the inter- connection 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, **OEUS** operates an electric system serving parts of the City of Ocala and Marion County; and

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

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

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

(Continued on Sheet No. 22.1)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E.
~~2014~~October 1, 2019

Effective: ~~November 18,~~

—Assistant City Manager/Electric Utility ServicesDirector

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 OEUS.
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 OEUS 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 OEUS 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 100 kilowatts (100 kW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEUS distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$50 for the review and processing of the application.
6. The Customer shall fully comply with OEUS's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEUS from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or the most current version at the time of inspection approval):
 - a. IEEE-1547 (200318) 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 (200510) 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.

(Continued on Sheet No. 22.2)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E. Effective: ~~November 18, 2014~~ October 1, 2019
— Assistant City Manager/Electric Utility Services Director

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 OEUS, 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 OEUS. 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 OEUS.

10. Prior to commencing parallel operation with OEUS'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 OEUS. OEU will require proof of system commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes and standards, prior to setting of OEU metering equipment.

11. The Customer agrees to permit OEUS, 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. OEUS will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEUS 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 OUS 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 OEUS'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 OEUS advising OEUS of the date and time at which Customer intends to place the system in service, and OEUS 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 OEUS system upon a loss of OEUS 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).

(Continued on Sheet No. 22.3)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E. Effective: ~~November 18, 2014~~ October 1, 2019
— Assistant City Manager/Electric Utility Services Director

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 OEUS with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEUS system when OEUS's system is deenergized. The Customer shall cease to energize the OEUS system during a faulted condition on the OEUS system and/or upon any notice from OUS that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEUS system prior to automatic or non-automatic reclosing of OEUS's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEUS'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 OEUS'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 OEUS'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 OEUS's electric system such that back feed from the customer-owned renewable generation system to OUS' 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 OEUS and capable of being locked in the open position with an OEUS padlock. When locked and tagged in the open position by OEUS, this switch will be under the control of OEUS.

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

(Continued on Sheet No. 22.4)

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

19. ~~OEUS~~ 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. ~~OEUS~~ 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 ~~OEUS~~ to Customer, and also measure the energy delivered by Customer to ~~OEUS~~. 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 ~~OEUS~~.

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 ~~OEUS~~ 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 ~~OEUS~~, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. ~~OEUS~~'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, ~~OEUS~~, 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

(Continued on Sheet No. 22.5)

notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. ~~OEUS~~ 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 ~~OEUS'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. ~~OEUS~~ 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 ~~OEUS~~ equipment, any part of ~~OEUS's~~ electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on ~~OEUS's~~ utility system due to the operation of the Customer's generation or protective equipment as determined by OUS.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~OEUS's~~ other electric consumers caused by the Customer's generation as determined by OUS
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~OEUS~~.
- f. When the Customer fails to make any payments due to ~~OEUS~~ by the due date thereof.

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless ~~OEUS~~, 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 ~~OEUS~~.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, ~~OEUS's~~ electrical distribution system, irrespective of any fault on the part of ~~OEUS~~.

(Continued on Sheet No. 22.6)

- 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 OEUS'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 OEUS 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 OEUS 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 OEUS's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEUS's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEUS 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 Marion County, Florida, and OEUS 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

(Continued on Sheet No. 22.7)

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E. Effective: ~~November 18, 2014~~ October 1, 2019
— ~~Assistant City Manager~~ Electric Utility Services Director

and enforceability of all other provisions of this Interconnection 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 OEUS's electrical distribution system.

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

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

(Continued on Sheet No. 22.8)

OCALA ~~ELECTRIC~~ UTILITY ~~SERVICES~~
OCALA, FLORIDA
(Continued from Sheet No. 22.7)

~~ORIGINAL~~ FIRST REVISED SHEET NO. 22.8
CANCELS ORIGINAL SHEET NO. 22.8

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

~~O~~EUS City of Ocala Electric Utility:

Customer:

By: _____

By: _____
(Print Name)

Title: _____

(Signature)

Date: _____

Date: _____

~~O~~EUS City of Ocala Electric Utility
-Account Number:

Approved as to form and legality:

~~Patrick Gilligan~~ Robert W. Batsel Jr.
Assistant City Attorney

Issued by: ~~Lawrence Novak~~ Michael Poucher, P.E. Effective: ~~November 18, 2014~~ October 1, 2019

~~Assistant City Manager~~ Electric Utility ~~Services~~ Director

Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Ocala doing business as Ocala ~~Electric~~ Utility ~~Services~~ (hereafter called "**OEUS**"), a body politic. Customer and **OEUS** 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, **OEUS** operates an electric system serving parts of the City of Ocala and Marion County; and

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

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

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

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

(Continued on Sheet No. 23.1)

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and OEUS.
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 OEUS 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 OEUS of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEUS distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$100750 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of \$300 in the amount of the estimated costs of the study (to be determined at time of application and based on the estimated cost of the study), 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 \$1000~~. Should the actual cost of the study be less than the \$300 deposit amount, the difference shall be refunded to the Customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.
6. The Customer shall fully comply with OEUS's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEUS from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version in place at time of inspection approval):
 - a. IEEE-1547 (2003~~18~~) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 23.2)

- 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 OEUS, 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 OEUS. 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 OEUS.

10. Prior to commencing parallel operation with OEUS'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 OEUS. OEU will require proof of system commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes, standards, and requirements identified in the interconnection study, prior to setting of OEU metering equipment.

11. The Customer agrees to permit OEUS, 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. OEUS will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEUS 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 OEUS 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 OEUS'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 OEUS advising OEUS of the date and time at which Customer intends to place the system in service, and OEUS shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 23.3)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the ~~OEUS~~ system upon a loss of ~~OEUS~~ 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 ~~OEUS~~, further design review, testing or additional equipment (as identified in any such study) may be required by ~~OEUS~~.

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

14. The Customer shall not energize the ~~OEUS~~ system when ~~OEUS's~~ system is deenergized. The Customer shall cease to energize the OUS system during a faulted condition on the ~~OEUS~~ system and/or upon any notice from ~~OEUS~~ that the deenergizing of Customer' RGS' equipment is necessary. The Customer shall cease to energize the ~~OEUS~~ system prior to automatic or non-automatic reclosing of ~~OEUS's~~ protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and ~~OEUS'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 ~~OEUS'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 ~~OEUS'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 ~~OEUS's~~ electric system such that back feed from the customer-owned renewable generation system to ~~OEUS'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 OUS and capable of being locked in the open position with an ~~OEUS's~~ padlock. When locked and tagged in the open position by ~~OEUS~~, this switch will be under the control of ~~OEUS~~.

(Continued on Sheet No. 23.4)

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

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

19. OEUS 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. OEUS 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 OEUS to Customer, and also measure the energy delivered by Customer to OEUS. 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 OEUS.

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 OEUS 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 OEUS, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEUS's inspection, acceptance, or its failure to inspect

(Continued on Sheet No. 23.5)

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, ~~OEUS~~, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection to cease to exist. ~~OEUS~~ 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 ~~OEUS'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. ~~OEUS~~ 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 ~~OEUS~~ equipment, any part of ~~OEUS's~~ electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on ~~OEUS's~~ utility system due to the operation of the Customer's generation or protective equipment as determined by ~~OEUS~~.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~OEUS's~~ other electric consumers caused by the Customer's generation as determined by ~~OEUS~~.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~OEUS~~.
- f. When the Customer fails to make any payments due to ~~OEUS~~ by the due date thereof.

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

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless ~~OEUS~~, any and all their members of its governing bodies, and its officers, agents, and employees for, from and against any and all

(Continued on Sheet No. 23.6)

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 OEUS.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEUS's electrical distribution system, irrespective of any fault on the part of OEUS.
- 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 OEUS'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 OEUS 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 OEUS 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 OEUS's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEUS's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OUS 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 Marion County, Florida, and OEUS and the Customer irrevocably submit

(Continued on Sheet No. 23.7)

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 OEUS's electrical distribution system.

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

(Continued on Sheet No. 23.8)

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

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

City of Ocala Electric Utility ~~Serviees~~: Customer:

By: _____ By: _____
(Print Name)

Title: _____
(Signature)

Date: _____ Date: _____

~~OEUS~~City of Ocala Electric Utility
Account Number:

Approved as to form and legality:

~~Patrick Gilligan~~Robert W. Batsel Jr.
Assistant City Attorney

**NET-METERING SERVICE
RATE SCHEDULE**

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Ocala doing business as Ocala Electric Utility (hereinafter "OEUS") under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two megawatts (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:
 - (a) Tier 1 = Ten (10) kW or less;
 - (b) Tier 2 = Greater than 10kW and less than or equal to 100kW;
 - (c) Tier 3 = Greater than 100kW and less than or equal to two (2) MW.
3. Is interconnected and operates in parallel with the OUS distribution system;
4. Provides OEU with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net-Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and OEU.

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

METERING:

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

(Continued to Sheet No. 17.1)

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 OEU.

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

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

- 1) Customer shall be billed for the total amount of electric power and energy delivered to customer by OEU 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 OEU's energy. 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 OEU 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 energy generated by the customer-owned renewable generation that is delivered to OEU during the previous billing cycle. The credit from OEU shall be equal to the "ARP \$/kWh Renewable Generation Credit Rate" as determined by the City of Ocala's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP \$/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.
- 4) OEU offers a demand credit to net-metering customers which recognizes their contribution towards lowering OEU's billed coincident peak. The demand credit is outside of the Tri-Party Agreement. The demand credit is determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand is credited to the customer at OEU's invoiced demand rate and is credited on the customer's subsequent bill.
- 5) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by OEU to the customer.
- 5) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by OEU.

(Continued to Sheet No. 17.2)

- 6) Regardless of whether any excess energy is delivered to OEU 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 OEU 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 OEU pursuant to this Schedule, from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on OEU.

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 - \$375.00
Tier 3 - \$750.00

- (a) Tier 3 Study Fee – Deposit of \$2,500 must be paid at time of application, for the estimated costs of the study. Customer is to pay the actual cost of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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

TIER 1 – Ten (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 Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility electric customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, 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 at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Ocala Electric Utility Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

Ocala Electric Utility Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer's Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued on Sheet No.19.1)

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 Ocala Electric 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 \$375 for Tier 2 and \$750 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 the estimated costs of the study (to be determined at the time of the application) must 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 the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

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

A. Documentation demonstrating that the installation complies with the following (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

- B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.
- 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)

Tri-Party Net-Metering Power Purchase Agreement

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

Section 1. Recitals

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

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

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU’s electric system and to allow OEU’s electric 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 OEU’s electric customers interconnected to OEU’s electric system.

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU’s electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions.

(Continued on Sheet No. 20.1)

2.01 OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

Section 3. Metering

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

4.02. Excess customer-owned renewable generation shall be delivered to the OEU 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 the OEU 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 OEU.

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 OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

4.04. FMPA and OEU 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 OEU equipment or part of OEU's system; or (b) if either FMPA or OEU 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 OEU 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 OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU 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 OEU 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.

(Continued on Sheet No. 20.3)

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

Section 7. Miscellaneous Provisions

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

7.02 Amendment. It is understood and agreed that FMPA and OEU 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 OEU 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 OEU 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 OEU, 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.

(Continued on Sheet No. 20.4)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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 Marion County, Florida, or the United States District Court sitting in Marion 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, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, 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, OEU, 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 OEU of the sovereign immunity applicable to either or both as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

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

City of Ocala Electric Utility

Florida Municipal Power Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____
(Print Name)

Date: _____

(Signature)

Customer's City of Ocala Electric Utility Account Number:

Approved as to form and legality:

Patrick G. Gilligan
City Attorney

(Continued to Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

**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 OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU 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 = Three (3)-month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

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

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, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric 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 the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU 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 ten (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, OEU operates an electric system serving the City of Ocala; and

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

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

(Continued on Sheet No. 21.1)

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will ensure the safety of OEU 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 the City of Ocala Electric Utility (OEU).
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 OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU 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 ten kilowatt (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 two megawatts (2MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU's distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OEU from time to time.

Continued to Sheet No. 21.2)

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

- a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. The manufacturer's installation, operation and maintenance instructions.

8. The 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 OEU, 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 OEU. 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 OEU.

10. Prior to commencing parallel operation with OEU'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 OEU. OEU will require proof of system commission testing by a qualified third-party test company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes and standards, prior to setting of OEU metering equipment.

(Continued on Sheet No. 21.3)

11. The Customer agrees to permit OEU, 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. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU 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 OUS 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 OEU'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 OEU advising of the date and time at which Customer intends to place the system in service, and OEU 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. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU'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 OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and

(Continued on Sheet No. 21.4)

related accessories of its RGS system, due to the normal or abnormal operation of OEU 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 OEU's system, such that back feed from the customer-owned renewable generation system to OUS' 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 OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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

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

19. OEU requires 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. OEU 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 OEU to Customer, and measure the energy delivered by Customer to OEU. 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 OEU.

(Continued on Sheet No. 21.5)

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 OEU 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 OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU'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, OEU, 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. OEU 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 OEU'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. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.

(Continued to Sheet No. 21.6)

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

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, 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 OEU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
- 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.

(Continued on Sheet No. 21.7)

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU'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 OEU 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 OEU 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 OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU 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 Marion County, Florida, and OEU 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 OEU's electrical distribution system.

(Continued on Sheet No. 21.8)

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU'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. OEU 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, OEU 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 OEU 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 OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

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

(Continued on Sheet No. 21.9)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

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

City of Ocala Electric Utility

Customer:

By: _____

By: _____
(Print Name)

Title: _____

(Signature)

Date: _____

Date: _____

City of Ocala Electric Utility Account Number:

Approved as to form and legality:

Patrick Gilligan
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the inter-connection 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, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

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

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

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

(Continued on Sheet No. 22.1)

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 OEU.
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 OEU 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 OEU 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 100 kilowatts (100 kW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer’s OEU distribution service rating at the Customer’s location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$50 for the review and processing of the application.
6. The Customer shall fully comply with OEU’s Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or the most current version at the time of inspection approval):
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

(Continued on Sheet No. 22.2)

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 OEU, 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 OEU. 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 OEU.

10. Prior to commencing parallel operation with OEU'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 OEU. OEU will require proof of system commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes and standards, prior to setting of OEU metering equipment.

11. The Customer agrees to permit OEU, 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. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU 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 OEU 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 OEU'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 OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU 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 OEU system upon a loss of OEU 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).

(Continued on Sheet No. 22.3)

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 OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OUS that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU'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 OEU'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 OEU'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 OEU's electric system such that back feed from the customer-owned renewable generation system to OUS' 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 OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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

(Continued on Sheet No. 22.4)

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

19. OEU 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. OEU 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 OEU to Customer, and also measure the energy delivered by Customer to OEU. 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 OEU.

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 OEU 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 OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU'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, OEU, 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

(Continued on Sheet No. 22.5)

notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection to cease to exist. OEU 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 OEU'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. OEU 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 OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OUS.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OUS
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
- f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU 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 OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEUES for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, 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 OEU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.

(Continued on Sheet No. 22.6)

- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all 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 OEU'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 OEU 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 OEU 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 OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU 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 Marion County, Florida, and OEU 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

(Continued on Sheet No. 22.7)

and enforceability of all other provisions of this Interconnection 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 OEU's electrical distribution system.

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

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

(Continued on Sheet No. 22.8)

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

City of Ocala Electric Utility:

Customer:

By: _____

By: _____
(Print Name)

Title: _____

(Signature)

Date: _____

Date: _____

City of Ocala Electric Utility
Account Number:

Approved as to form and legality:

Robert W. Batsel Jr.
Assistant City Attorney

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 23.0
CANCELS ORIGINAL SHEET NO. 23.0

Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU 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, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

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

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

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

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

(Continued on Sheet No. 23.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and OEU.
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 OEU 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 OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2-megawatt (2 MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The Customer shall be required to pay a non-refundable application fee of \$750 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit in the amount of the estimated costs of the study (to be determined at time of application and based on the estimated cost of the study), to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study. Should the actual cost of the study be less than the deposit amount, the difference shall be refunded to the Customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.
6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version in place at time of inspection approval):
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 23.2)

- 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 OEU, 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 OEU. 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 OEU.
10. Prior to commencing parallel operation with OEU'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 OEU. OEU will require proof of system commission testing by a qualified third-party testing company (not affiliated in any way with the manufacturer, vendor, or installation contractor), for compliance with all required and applicable codes, standards, and requirements identified in the interconnection study, prior to setting of OEU metering equipment.
11. The Customer agrees to permit OEU, 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. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU 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 OEU 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 OEU'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 OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 23.3)

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 OEU, further design review, testing or additional equipment (as identified in any such study) may be required by OEU.

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 OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OUS system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer' RGS' equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU'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 OEU'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 OEU'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 OEU's electric system such that back feed from the customer-owned renewable generation system to OEU'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 OUS and capable of being locked in the open position with an OEU's padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 23.4)

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

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

19. OEU 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. OEU 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 OEU to Customer, and also measure the energy delivered by Customer to OEU. 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 OEU.

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 OEU 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 OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect

(Continued on Sheet No. 23.5)

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, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection to cease to exist. OEU 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 OEU'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. OEU 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 OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
- f. When the Customer fails to make any payments due to OEU by the due date thereof.

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

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all their members of its governing bodies, and its officers, agents, and employees for, from and against any and all

(Continued on Sheet No. 23.6)

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 OEU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all 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 OEU'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 OEU 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 OEU 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 OEU's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OUS 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 Marion County, Florida, and OEU and the Customer irrevocably submit

(Continued on Sheet No. 23.7)

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 OEU's electrical distribution system.

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

(Continued on Sheet No. 23.8)

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 23.7)

FIRST REVISED SHEET NO. 23.8
CANCELS ORIGINAL SHEET NO. 23.8

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

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

City of Ocala Electric Utility:

Customer:

By: _____

By: _____

(Print Name)

Title: _____

(Signature)

Date: _____

Date: _____

City of Ocala Electric Utility
Account Number:

Approved as to form and legality:

Robert W. Batsel Jr.
Assistant City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019



Ocala City Council Synopsis

Tuesday, September 24, 2019

1. Call to Order

a. Opening Ceremony

1. Invocation - Chaplain Altheria Lenon
2. Pledge of Allegiance

b. Welcome and Roll Call

Attendee Name	Title	Status	Arrived
Reuben Kent Guinn	Mayor	Present	
Jay A. Musleh	Pro Tem	Present	
Justin Grabelle	Council Member	Present	
Brent R. Malever	Council Member	Present	
Matthew Wardell	Council Member	Present	
Mary S. Rich	Council President	Excused	

c. New Employees

2. Public Notice

Public Notice for the September 24th, 2019 City Council Regular Meeting was posted on August 30, 2019

3. Proclamations & Awards

4. Presentations

5. Public Comments - None

6. Public Hearings

- a. **Adopted Budget Resolution 2019-176** for the Fiscal Year 2019-2020 Millage Rates for Downtown Development Districts at the current rate of 1.7185 (District A), 1.6332 (District B) and 1.4699 (District C)

Presentation by Tammi Haslam

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brent R. Malever, Council Member
SECONDER: Matthew Wardell, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

b. Adopted Budget Resolution 2019-177 for the Fiscal Year 2019-2020 Budget for the Downtown Development Fund in the amount of \$222,364

Presentation by Tammi Haslam

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matthew Wardell, Council Member
SECONDER: Justin Grabelle, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

c. Adopted Budget Resolution 2019-178 for the Fiscal Year 2019-2020 Millage for the City of Ocala at the current rate of 6.6177

Presentation by Tammi Haslam

RESULT: ADOPTED [UNANIMOUS]
MOVER: Justin Grabelle, Council Member
SECONDER: Brent R. Malever, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

d. Adopted Budget Resolution 2019-179 for the Fiscal Year 2019-2020 Budget for the City of Ocala in the amount of \$820,297,193

Presentation by Tammi Haslam

RESULT: ADOPTED [UNANIMOUS]
MOVER: Justin Grabelle, Council Member
SECONDER: Matthew Wardell, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

7. Second and Final Reading of Ordinances

a. Adopted Ordinance 2019-64 amending Ordinance 2019-47 enacted on June 21, 2019 amended Chapter 30, Emergency Services, Article I, Emergency Fire Service Impact Fee; Sections 30-2 to add additional findings and background, clarifying language as to notice under Florida Statute, s. 163.31801 and imposing the increased fire impact fees at a later date

Presentation by Patrick G. Gilligan

Introduced by Council Member, Justin Grabelle September 12, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Justin Grabelle, Council Member
SECONDER:	Matthew Wardell, Council Member
AYES:	Musleh, Grabelle, Malever, Wardell
EXCUSED:	Rich

8. General Business

- a. **Adopted Budget Resolution 2019-180** interfund loan from the General Fund, Electric Fund, and the Water Resources Fund to the West Ocala Community Redevelopment Agency Fund for the planning and construction of the Ocala Community Center at Reed Place capital project and amending the fiscal year 2019 Budget to appropriate the funding in the amount of \$8,000,000

Presentation by Emory Roberts

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brent R. Malever, Council Member
SECONDER:	Matthew Wardell, Council Member
AYES:	Musleh, Grabelle, Malever, Wardell
EXCUSED:	Rich

- b. **Approved as Amended** revision of Ocala Electric Utility's Net-Metering Service Rate Schedule, Application for Interconnection, Tri-Party Net-Metering, and Tier-1 through Tier-3 Standard Interconnection Agreements

Presentation by Michael Poucher

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Matthew Wardell, Council Member
SECONDER:	Brent R. Malever, Council Member
AYES:	Musleh, Grabelle, Malever, Wardell
EXCUSED:	Rich

- c. **Adopted Resolution 2019-48** to approve settlement for Casey E. Walsh in the amount of \$155,000

Presentation by Jared Sorensen

RESULT: ADOPTED [UNANIMOUS]
MOVER: Justin Grabelle, Council Member
SECONDER: Matthew Wardell, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

- d. **Adopted Resolution 2019-49** to approve settlement for Rachel Mangum in the amount of \$75,000.00

Presentation by Jared Sorensen

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matthew Wardell, Council Member
SECONDER: Justin Grabelle, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

- e. **Adopted Resolution 2019-50** to approve settlement for Matthew Sams in the amount of \$270,000.00

Presentation by Jared Sorensen

RESULT: ADOPTED [UNANIMOUS]
MOVER: Justin Grabelle, Council Member
SECONDER: Matthew Wardell, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

- f. **Approved** ratifying the Collective Bargaining Agreements with the Police Officer Bargaining Unit and the Lieutenants & Sergeants Bargaining Unit of the Fraternal Order of Police (FOP) Lodge #129 for the period of October 1, 2019 through September 30, 2022

Presentation by Jared Sorensen

RESULT: APPROVED [UNANIMOUS]
MOVER: Matthew Wardell, Council Member
SECONDER: Brent R. Malever, Council Member
AYES: Musleh, Grabelle, Malever, Wardell
EXCUSED: Rich

- g. **Approved** certification of the September 17, 2019 General Election results as declared by the Canvassing Board

Presentation by Angel Jacobs

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brent R. Malever, Council Member
SECONDER:	Justin Grabelle, Council Member
AYES:	Musleh, Grabelle, Malever, Wardell
EXCUSED:	Rich

9. Consent Agenda

10. Consent Agenda Items Held for Discussion

11. Introduction and First Reading of Ordinances

12. Internal Auditor's Report - None

13. City Manager's Report

14. Police and Fire Department Report

Captain Charlie Eades – Opioid Report

Fire Chief Shane Alexander – Opioid Report

15. Mayor's Report

Mayor Guinn reported Attorney General Ashley Moody met with several Social Service Providers

16. City Attorney's Report

Professionalism of the Election Center

Lawsuit against the City of Ocala for enforcement of local Ordinances

17. Informational Items

a. Calendaring Items

b. Comments by Mayor

Mayor Guinn received a call regarding individuals camping out across from Salvation Army. He encouraged the City to fight the lawsuit against the City regarding the open lodging Ordinance.

c. Comments by Council Members

Council Member Grabelle spoke about the memorial for Officer Wagner and sent prayers to his family

Council Member Wardell offered prayers to the Wagner family

Council Member Malever commented God be with the Wagner family

Council President Musleh also offered prayers to the Wagner family. He thanked Council for their professionalism.

Council President Musleh also echoed Mayor Guinn's comments to fight the lawsuit against the city regarding the open lodging Ordinance

d. Informational

18. Adjournment

Adjourned at 6:04 p.m.