KUA®
KISSIMMEE UTILITY AUTHORITY

Finance & Accounting
Kissimmee Utility Authority
1701 W. Carroll Street
Kissimmee, Florida 34741
Phone: (407) 933-9803

November 5, 2025

Ms. Elisabeth Draper, Rates Section
Division of Economic Regulation
FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

SUBJECT: Submittal of KUA Tariffs

Dear Ms. Draper:

At the November 5, 2025 Kissimmee Utility Authority (KUA) regular monthly meeting, the KUA Board authorized staff to send tariff updates to the Florida Public Service Commission for review.

Please see the attached Agenda Item for details.

Enclosed are the Legislative and Clean tariffs for:

- Table of Contents — Twelfth Revised Sheet No. 2.0
- Miscellaneous-Billing and Payment Schedule — Eighth Revised Sheet No. 4.0
- Net Metering:
  - Third Revised Sheet No. 18.1
  - delete Original Sheets No. 18.2 to 18.7
  - replace with Original Sheets No. 18.2.01 to 18.2.07
  - delete Original Sheets No. 18.9 to 18.35
  - replace with Original Sheets No. 18.3.01 to 18.3.10
- Rider – Community Solar Rider (CSR) — First Revised Sheet No. 19.0
- Rate Schedule – Public Charging for Electric Vehicle — Original Sheet No. 20.0

If approved, the tariffs will be advertised and presented to the board at the December 3, 2025 Public Hearing and become effective January 1, 2026. If any further information is needed, please do not hesitate to contact me at (407) 933-7777, ext. 6210.

Sincerely,

/s/Noel Orraca
Noel Orraca
Manager of Financial Analysis

cc: Kevin Crawford, KUA, VP of Finance & Administration

Billing and Payment Schedule:

A. Electric meters will be read at regular monthly intervals for billing purposes. The monthly reading dates will not be advanced or postponed for more than five (5) days without sufficient cause. When a meter cannot be read, the meter reading will be estimated using monthly consumption during the preceding twelve (12) months service.

B. Bills shall be rendered monthly and as promptly as possible after the meter has been read. As a general rule, no more than ten (10) days shall elapse between the meter reading date and the date of the bill, excluding e-FlexPay Program participants.

C. When bills are produced, the delinquent date on the bill will be eighteen (18) days from the bill date.

D. Bills are due and payable on the bill date shown on the bill. If payment is not received after proper notice to the customer, utility services will be subject to termination.

E. If payment is not received by the Utility on the delinquent date listed on the bill, the current bill amount will be subject to a 5% increase.

F. Average Billing Program will be available to any residential customer who has six (6) months of usage history with a good payment record and is not participating in the e-FlexPay program. A customer may terminate participation at any time and may be terminated from the program by KUA if the customer becomes subject to collection action. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination. Under the Average Billing Program, a Customer is billed monthly on a rolling twelve (12) month average rather than on the basis of current consumption. If the customer's participation in the Average Billing Program is terminated, any amount owed to KUA or to the customer will be applied against the customer's future billings or returned upon request.

G. e-FlexPay Program will be available to single phase residential service customers with an AMI meter with remote connect and disconnect capability. Customers with an unpaid balance for tampering or diversion must pay these amounts prior to receiving or restoring service under this e-FlexPay program. Customers registered for programs such as one or more of the following may not be eligible for e-FlexPay Program: community solar, demand, net metering, outdoor lighting service or the average billing program. A customer may terminate participation at any time and may be terminated from the program if the customer becomes subject to collection action or inactivity. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination.

Under the e-FlexPay Program a customer will:

1. as a condition of establishing an e-FlexPay account, have any outstanding balance remaining after application of accountholder's deposit on file (if any) at the time of the request added to the balance and carried forward ("balance recovery") or if a credit results, it will be applied as a credit to their e-FlexPay account.
2. have 30% of each payment after the initial e-FlexPay account balance is established reduce any balance carried forward, a balance to be recovered by Kissimmee Utility Authority, until such balance is paid in full.
3. not be subject to a utility service deposit, non-payment disconnect fee if remotely disconnected, or item E. above.
4. not be eligible for payment arrangements.
5. be charged daily on the basis of estimated consumption, service and fees, examples include but are not limited to kWh, customer charge and returned item fee, all of which continue to accumulate even if the electric meter is disconnected until an account is terminated and a final bill is issued and available on the KUA customer portal. A monthly reconciliation to actual charges may result in an adjustment charge, which could calculate to be negative. If the customer's participation in the e-FlexPay Program is terminated, any amount according to the final bill owed to KUA will be due on the stated due date or to the customer will be applied against the customer's future billings or returned upon request.

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

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

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

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

d) KUA offers a demand credit to net metering customers which recognizes their contribution towards lowering KUA's billed coincident peak. The demand credit is outside of the Tri-Party Agreement.

   i. Customer locations which are not in a grandfathered status described in paragraph d)ii. shall receive Kissimmee Utility Authority's avoided cost rate, as determined by the Kissimmee Utility Authority, multiplied times the kWh returned to the grid at that location. This amount is credited on the customer's subsequent bill.

   ii. Customer locations that were receiving service under this tariff or have submitted all KUA required documents for application, complete and signed by the customer of record, along with an active permit (building permit with a solar designation or a solar permit) by May 31, 2023, shall be grandfathered. For these grandfathered customer locations, the demand credit is determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand returned is credited to the customer at KUA's invoiced demand rate and is credited on the customer's subsequent bill. The demand credit as described in this paragraph d)ii. for grandfathered customer locations will continue until the earlier of transfer of ownership of the location receiving service under this tariff or October 31, 2028.

e) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. If ~~E~~excess credits produced pursuant to the preceding sentence ~~shall~~ are accumulated and ~~be~~ used to offset Customer's energy consumption bill for a period of ~~not more than~~ twelve (12) months~~.~~ and results in a credit ~~At~~ as of the end of ~~each~~ a calendar year, KUA ~~shall~~ may pay the customer for any unused credits for that calendar year if requested by the customer.

f) In the event that a Customer closes an account, any of the Customer's unused credits shall be paid by KUA.

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

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 Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), Kissimmee Utility Authority, a body politic (hereinafter "KUA"), and _________________________, a retail electric customer of KUA (hereinafter "Customer").

Section 1. Recitals

1.01. KUA and Customer have executed KUA's Standard Interconnection Agreement for Customer-Owned Renewable Generation System pursuant to which KUA has agreed to permit interconnection of Customer's renewable generation to KUA'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 KUA's electric distribution system;

1.02. KUA and FMPA have entered into the All-Requirements Power Supply Contract, dated as of June 28, 2002, (hereinafter the "ARP Contract") pursuant to which KUA has agreed to purchase and receive, and FMPA has agreed to sell and supply KUA with all energy and capacity necessary to operate KUA's electric system, which limits KUA'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 KUA to allow its customers to interconnect with KUA's electric system and to allow KUA 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 KUA customers interconnected to KUA'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 KUA's electric distribution system until Customer has executed KUA's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. KUA requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. KUA shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the affect of the RGS on KUA's distribution system.

Section 3. Metering

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

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

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 KUA to the Customer in accordance with Schedule A and KUA's Net Metering Tariff NM-1.

4.04. FMPA and KUA 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 KUA equipment or part of the KUA electric system; or (b) if either FMPA or KUA 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 KUA 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 KUA pursuant to the Net Metering Schedule, NM-1 (as filed with the Florida Public Service Commission), from all participating KUA customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on KUA's electric system.

Section 5. Renewable Energy Credits

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

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

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by KUA to Customer; or (b) failure by Customer to comply with any of the terms and conditions of this Agreement the ARP Net Metering Policy, or KUA'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 KUA 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 KUA 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 KUA 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 KUA, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

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

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

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

Kissimmee Utility Authority

By: ______________________________

Title: ______________________________

Date: ______________________________

Florida Municipal Power Agency

By: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER

By: ______________________________ Date: ______________________
(Print Name)

____
(Signature)

Customer KUA Account Number: ___________________________

Tri-Party Net Metering Power Purchase Agreement
Schedule A

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

a) FMPA shall pay KUA for the excess kWh energy delivered by customer-owned renewable generation to KUA's electric system. Every month, KUA shall determine the total kWh of customer-owned renewable generation that is delivered to KUA'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 KUA in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

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

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

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

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, KUA shall pay the Customer for any unused excess energy credits.

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 Kissimmee Utility Authority (hereafter called **"KUA"**), a body politic. Customer and KUA shall collectively be called the **"Parties"**. The physical location/premise where the interconnection is taking place: ____.

WITNESSETH

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

Whereas, KUA operates an electric system serving the City of Kissimmee and portions of surrounding Osceola County; and

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

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

Whereas, KUA desires to provide interconnection of a RGS under conditions which will insure the safety of KUA 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 KUA.

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 KUA 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 KUA of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into an new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).

4. The RGS GPR must not exceed 90% of the Customer's KUA distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached,

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

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

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

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

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than KUA, 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 KUA. 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 KUA.

10. Prior to commencing parallel operation with KUA'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 KUA.

11. The Customer agrees to permit KUA, 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. KUA will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when KUA 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 KUA 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 KUA'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 KUA advising KUA of the date and time at which Customer intends to place the system in service, and KUA 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 KUA system upon a loss of KUA power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be

approved by the Occupational Safety & Health Administration (OSHA).

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

14. The Customer shall not energize the KUA system when KUA's system is de-energized. The Customer shall cease to energize the KUA system during a faulted condition on the KUA system and/or upon any notice from KUA that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the KUA system prior to automatic or non-automatic reclosing of KUA's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and KUA'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 KUA'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 KUA'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. Such inspection should occur after large storms have traversed Customer's location and after connection with KUA's system has been restored.

16. KUA may require Customer to install, at KUA's expense and subject to the approval of the cost by KUA, 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 KUA's electric system, such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds KUA's cost to have the switch installed through its own means, KUA shall install the switch, and Customer shall provide reasonable accommodation to KUA for such installation.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by KUA within thirty (30) calendar days of

receipt of a completed application. Customer must execute this Agreement and return it to KUA at least thirty (30) calendar days prior to beginning parallel operations with KUA's electric system, subject to the requirements of Section 18, below, and within one (1) year after KUA executes this Agreement.

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

19. KUA strongly encourages 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).

20. KUA 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 KUA to Customer, and also measure the energy delivered by Customer to KUA. 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 KUA.

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 KUA 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 KUA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any KUA inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. KUA'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, KUA, 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. KUA 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 KUA'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. KUA 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 KUA equipment, any part of KUA's electrical distribution system or Customer's generating system.
   c. Hazardous conditions existing on KUA's utility system due to the operation of the Customer's generation or protective equipment as determined by KUA.
   d. Adverse electrical effects (such as power quality problems) on the electrical equipment of KUA's other electric consumers caused by the Customer's generation as determined by KUA
   e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of KUA.
   f. When the Customer fails to make any payments due to KUA by the due date thereof.

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless KUA, 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 KUA.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, KUA's electrical distribution system, irrespective of any fault on the part of KUA.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without KUA'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 KUA 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 KUA 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 KUA's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Rate Schedule NM-1, the schedule applicable to this Agreement. The Customer and KUA 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 Osceola County, Florida, and KUA 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 KUA's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by KUA, including Rate Schedule NM-1, 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. KUA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, KUA 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 KUA 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 KUA pursuant to the Net Metering Schedule, NM-1 (as filed with the Florida Public Service Commission), from all participating KUA customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on KUA's electric system.

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

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

KUA:

By: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER:

By: ______________________________
(Print Name)

____
(Signature)

Date: ______________________________

KUA Account Number: ____________________

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____________, 20_____ , by and between ____________________, (hereinafter called "**Customer**"), located at _________________in ____________________, Florida, and Kissimmee Utility Authority (hereafter called "**KUA**"), a body politic. Customer and KUA shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: ____.

WITNESSETH

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

Whereas, KUA operates an electric system serving the City of Kissimmee and portions of surrounding Osceola County; and

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

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

Whereas, KUA desires to provide interconnection of a RGS under conditions which will insure the safety of KUA 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 KUA.

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 KUA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .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 KUA of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.

4. The RGS GPR must not exceed 90% of the Customer's KUA distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

5. The Customer shall be required to pay a non-refundable application fee of $320 for the review and processing of the application.

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

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

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

8. The Customer is not precluded from contracting for the lease, operation or

maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than KUA, 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 KUA. 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 KUA.

10. Prior to commencing parallel operation with KUA'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 KUA.

11. The Customer agrees to permit KUA, 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. KUA will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when KUA 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 KUA 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 KUA'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 KUA advising KUA of the date and time at which Customer intends to place the system in service, and KUA 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 KUA system upon a loss of KUA power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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

14. The Customer shall not energize the KUA system when KUA's system is de-energized. The Customer shall cease to energize the KUA system during a faulted condition on the KUA system and/or upon any notice from KUA that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the KUA system prior to automatic or non-automatic reclosing of KUA's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and KUA'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 KUA'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 KUA'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. Such inspection should occur after large storms have traversed Customer's location and after connection with KUA's system has been restored.

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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

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

18. Once KUA has received Customer's written documentation that the requirements of

this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a KUA representative, KUA will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. KUA 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).

20. KUA 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 KUA to Customer, and also measure the energy delivered by Customer to KUA. 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 KUA.

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 KUA 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 KUA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any KUA inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. KUA'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, KUA, 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. KUA 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 KUA'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. KUA 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 KUA equipment, any part of KUA's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on KUA's utility system due to the operation of the Customer's generation or protective equipment as determined by KUA.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of KUA's other electric consumers caused by the Customer's generation as determined by KUA
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of KUA.
f. When the Customer fails to make any payments due to KUA by the due date thereof.

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

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

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 KUA'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 KUA 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 KUA 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 KUA's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Rate Schedule NM-1, the schedule applicable to this Agreement. The Customer and KUA 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 Osceola County, Florida, and KUA 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 KUA's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by KUA, including Rate Schedule NM-1, 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. KUA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, KUA 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 KUA 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 KUA pursuant to the Net Metering Schedule, NM-1 (as filed with the Florida Public Service Commission), from all participating KUA customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on KUA's electric system.

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

(signature page follows)

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

KUA:

By: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER:

By: ______________________________
(Print Name)

____
(Signature)

Date: ______________________________

KUA Account Number: ____________________

Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____________, 20_____ , by and between ____________________, (hereinafter called **"Customer"**), located at _________________in ___________________, Florida, and Kissimmee Utility Authority (hereafter called **"KUA"**), a body politic. Customer and KUA 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, KUA operates an electric system serving the City of Kissimmee and portions of surrounding Osceola County; and

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

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

Whereas, KUA desires to provide interconnection of a RGS under conditions which will insure the safety of KUA 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 KUA.

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 KUA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .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 KUA of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 2 megawatt (2 MW) limit.

4. The RGS GPR must not exceed 90% of the Customer's KUA distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

5. The Customer shall be required to pay a non-refundable application fee of $470 for the review and processing of the application. In addition to the application fee, the Customer shall pay a deposit of $2,500 to be applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, not to exceed $2,500. Should the actual cost of the study be less than the $2,500 deposit, the difference shall be refunded to the Customer.

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

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

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

codes and/or electrical codes;

e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than KUA, 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 KUA. 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 KUA.

10. Prior to commencing parallel operation with KUA'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 KUA.

11. The Customer agrees to permit KUA, 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. KUA will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when KUA 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 KUA 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 KUA'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 KUA advising KUA of the date and time at which Customer intends to place the system in service, and KUA 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 KUA system upon a loss of KUA 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 KUA, further design review, testing or additional equipment (as identified in any such study) may be required by KUA.

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

14. The Customer shall not energize the KUA system when KUA's system is de-energized. The Customer shall cease to energize the KUA system during a faulted condition on the KUA system and/or upon any notice from KUA that the de-energizing of Customer's RGS' equipment is necessary. The Customer shall cease to energize the KUA system prior to automatic or non-automatic reclosing of KUA's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and KUA'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 KUA'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 KUA'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. Such inspection should occur after large storms have traversed Customer's location and after connection with KUA's system has been restored.

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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by KUA within thirty (30) calendar days of

receipt of a completed application. Customer must execute this Agreement and return it to KUA at least thirty (30) calendar days prior to beginning parallel operations with KUA's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after KUA executes this Agreement.

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

19. KUA 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).

20. KUA 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 KUA to Customer, and also measure the energy delivered by Customer to KUA. 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 KUA.

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 KUA 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 KUA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any KUA inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. KUA'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, KUA, 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. KUA 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 KUA'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. KUA 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 KUA equipment, any part of KUA's electrical distribution system or Customer's generating system.
   c. Hazardous conditions existing on KUA's utility system due to the operation of the Customer's generation or protective equipment as determined by KUA.
   d. Adverse electrical effects (such as power quality problems) on the electrical equipment of KUA's other electric consumers caused by the Customer's generation as determined by KUA
   e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of KUA.
   f. When the Customer fails to make any payments due to KUA by the due date thereof.

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

26. To the fullest extent permitted by law and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless KUA, 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 KUA.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, KUA's electrical distribution system, irrespective of any fault on the part of KUA.
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 KUA'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 KUA 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 KUA 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 KUA's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Rate Schedule NM-1, the schedule applicable to this Agreement. The Customer and KUA 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 Osceola County, Florida, and KUA 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 KUA's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by KUA, including Rate Schedule NM-1, 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. KUA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, KUA 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 KUA 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 KUA pursuant to the Net Metering Schedule, NM-1 (as filed with the Florida Public Service Commission), from all participating KUA customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on KUA's electric system.

33. This Agreement is solely for the benefit of KUA 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 KUA 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 KUA 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 KUA of the

sovereign immunity applicable to KUA as established by Florida Statutes, 768.28.

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

KUA:

By: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER:

By: ______________________________________
(Print Name)

____
(Signature)

Date: ____________________________

KUA Account Number: ______________________

Availability:

Available anywhere within the service area of the Kissimmee Utility Authority. This rider will be closed to further subscription when solar resources have been subscribed or retired or at the discretion of Kissimmee Utility Authority. In the event any previously subscribed energy becomes available due to the forfeiture by a prior subscriber, any such energy ~~will~~ may be offered first to any customers remaining on the wait list, followed by an offering to the remainder of eligible customers at the discretion of Kissimmee Utilty Authority. Current subscriptions will be reduced or eliminated when existing solar resources are insufficient for any reason.

Applicability:

This rider is applicable on a voluntary basis to customers receiving service under rate schedules RS, GS, GSD, and GSLD that meet the special provisions of this rider.

Character of Service:

Customers have the option of subscribing at 4 levels of monthly energy participation: 25%, 50%, 75%, and 100%.

Limitations:

Subject to all the rules and regulations of this tariff and the general policies and procedures of the Utility.

The subscribing customer's otherwise applicable rate schedule for electric service will apply to calculate the bill for the billing period, but shall be adjusted under this rider as follows:

[Solar Energy Surcharge] x [Consumption] x [% Subscription]

The Solar Energy Surcharge shall equal the difference between the monthly energy rate billed to Kissimmee Utility Authority by the Florida Municipal Power Agency All-Requirements Project and the actual monthly cost of the solar energy. Note: the surcharge could calculate to be negative.

Special Provisions:

1. Customers who have required payment arrangements are not eligible.

2. Participants must remain enrolled for at least one billing period and may cancel thereafter with 30 days notice. Customers will not be eligible to participate again for a period of one year and then only if available.

Eighth Revised Sheet No. 4.0
Cancelling Seventh Revised Sheet No. 4.0

Billing and Payment Schedule:

A. Electric meters will be read at regular monthly intervals for billing purposes. The monthly reading dates will not be advanced or postponed for more than five (5) days without sufficient cause. When a meter cannot be read, the meter reading will be estimated using monthly consumption during the preceding twelve (12) months service.

B. Bills shall be rendered monthly and as promptly as possible after the meter has been read. As a general rule, no more than ten (10) days shall elapse between the meter reading date and the date of the bill, excluding e-FlexPay Program participants.

C. When bills are produced, the delinquent date on the bill will be eighteen (18) days from the bill date.

D. Bills are due and payable on the bill date shown on the bill. If payment is not received after proper notice to the customer, utility services will be subject to termination.

E. If payment is not received by the Utility on the delinquent date listed on the bill, the current bill amount will be subject to a 5% increase.

F. Average Billing Program will be available to any residential customer who has six (6) months of usage history with a good payment record and is not participating in the e-FlexPay program. A customer may terminate participation at any time and may be terminated from the program by KUA if the customer becomes subject to collection action. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination. Under the Average Billing Program, a Customer is billed monthly on a rolling twelve (12) month average rather than on the basis of current consumption. If the customer's participation in the Average Billing Program is terminated, any amount owed to KUA or to the customer will be applied against the customer's future billings or returned upon request.

G. e-FlexPay Program will be available to single phase residential service customers with an AMI meter with remote connect and disconnect capability. Customers with an unpaid balance for tampering or diversion must pay these amounts prior to receiving or restoring service under this e-FlexPay program. Customers registered for programs such as one or more of the following may not be eligible for e-FlexPay Program: community solar, demand, net metering, outdoor lighting service or the average billing program. A customer may terminate participation at any time and may be terminated from the program if the customer becomes subject to collection action or inactivity. Once a customer's participation in the program has terminated, they may not rejoin for twelve (12) months following the date of termination.

Under the e-FlexPay Program a customer will:

1. as a condition of establishing an e-FlexPay account, have any outstanding balance remaining after application of accountholder's deposit on file (if any) at the time of the request added to the balance and carried forward ("balance recovery") or if a credit results, it will be applied as a credit to their e-FlexPay account.
2. have 30% of each payment after the initial e-FlexPay account balance is established reduce any balance carried forward, a balance to be recovered by Kissimmee Utility Authority, until such balance is paid in full.
3. not be subject to a utility service deposit, non-payment disconnect fee if remotely disconnected, or item E. above.
4. not be eligible for payment arrangements.
5. be charged daily on the basis of estimated consumption, service and fees, examples include but are not limited to kWh, customer charge and returned item fee, all of which continue to accumulate even if the electric meter is disconnected until an account is terminated and a final bill is issued and available on the KUA customer portal. A monthly reconciliation to actual charges may result in an adjustment charge, which could calculate to be negative. If the customer's participation in the e-FlexPay Program is terminated, any amount according to the final bill owed to KUA will be due on the stated due date or to the customer will be applied against the customer's future billings or returned upon request.

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

a) Customer shall be billed for the total amount of electric power and energy delivered to Customer by KUA in accordance with the otherwise applicable rate schedule.
b) Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for KUA electricity. Any kWh of electric energy produced by the Customer-Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the KUA system shall be deemed as "excess customer-owned renewable generation." Excess Customer-Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.
c) Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to KUA's electric system during the previous billing cycle. The credit shall be determined in accordance with the Tri-Party Net Metering Power Purchase Agreement.
d) KUA offers a demand credit to net metering customers which recognizes their contribution towards lowering KUA's billed coincident peak. The demand credit is outside of the Tri-Party Agreement.
   i. Customer locations which are not in a grandfathered status described in paragraph d)ii. shall receive Kissimmee Utility Authority's avoided cost rate, as determined by the Kissimmee Utility Authority, multiplied times the kWh returned to the grid at that location. This amount is credited on the customer's subsequent bill.
   ii. Customer locations that were receiving service under this tariff or have submitted all KUA required documents for application, complete and signed by the customer of record, along with an active permit (building permit with a solar designation or a solar permit) by May 31, 2023, shall be grandfathered. For these grandfathered customer locations, the demand credit is determined using an average class load factor applied towards the kWh returned to the grid to estimate the associated demand. This demand returned is credited to the customer at KUA's invoiced demand rate and is credited on the customer's subsequent bill. The demand credit as described in this paragraph d)ii. for grandfathered customer locations will continue until the earlier of transfer of ownership of the location receiving service under this tariff or October 31, 2028.
e) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. If excess credits produced pursuant to the preceding sentence are accumulated and used to offset Customer's energy consumption bill for a period of twelve (12) months and results in a credit as of the end of a calendar year, KUA may pay the customer for any unused credits for that calendar year if requested by the customer.
f) In the event that a Customer closes an account, any of the Customer's unused credits shall be paid by KUA.
g) Regardless of whether any excess energy is delivered to KUA's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.

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 Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida, Kissimmee Utility Authority, a body politic (hereinafter "Utility"), and________________________________[RGS Owner] the owner or lessee of a renewable generation system located within Utility's service territory (hereinafter "RGS Owner").

Section 1. Recitals

1.01. Utility and Renewable Generation System (RGS) Owner have executed Utility's Standard Interconnection Agreement for RGS Customer-Owned pursuant to which Utility has agreed to permit interconnection of RGS Owner's renewable generation to Utility's electric system at ____ [address](hereinafter "Premises"), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner's renewable generation system to Utility's electric distribution system;

1.02. Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of June 28, 2002, (hereinafter the "ARP Contract") pursuant to which Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply Utility with all energy and capacity necessary to operate Utility's electric system, which limits Utility'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 Utility to allow its customers to interconnect with Utility's electric system and to allow Utility 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 interconnected to Utility'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. RGS Owner shall not begin or resume parallel operations with Utility's electric distribution system until RGS Owner has executed Utility's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operations, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where ARP Participant's customer is the tenant occupying or using the Premises.

Section 3. Metering

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

4.02. Excess customer-owned renewable generation shall be delivered to the Utility's electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed at the Premises and is delivered to Utility's electric distribution system. FMPA agrees to purchase and receive, and RGS Owner 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 the monthly energy consumption bill from Utility for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises 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 energy customer's energy consumption bill at the Premises in accordance with Kissimmee Utility Authority's Net Metering Tariff.

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

Section 5. Renewable Energy Credits

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

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the RGS Owner 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 RGS Owner, unless determined otherwise during negotiations for the sale of the RGS Owner's credits to FMPA.

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; or (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03 This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility and RGS Owner for the net metering of customer- owned renewable generation at the Premises.

Section 7. Miscellaneous Provisions

7.01. <u>Assignment</u>. 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. Indemnification. To the fullest extent permitted by laws and regulations, RGS Owner shall defend, indemnify, and hold harmless FMPA and Utility, 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 engaged by the RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.03. 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 Osceola County, Florida, or the United States District Court sitting in Kissimmee, Florida, as appropriate.

7.04. Enforcement of Agreement. In the event that any party to this Agreement 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.

7.05. 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.

7.06. Third Party Beneficiaries. This Agreement is solely for the benefit of FMPA, Utility, and RGS Owner 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 FMPA, Utility, or RGS Owner, any right, remedy, or claim under or by reason of this Agreement or any of the provisions of 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, Utility, and RGS Owner and their respective representatives, successors, and assigns.

7.07. Public Records Act/Chapter 119 Requirements. The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

RENEWABLE GENERATION SYSTEM OWNER

By: ______________________________
(Print Name)

____
(Signature)

____
(RGS Owner KUA Account Number)

Date: ______________________________

KISSIMMEE UTILITY AUTHORITY

By: ______________________________

Title: ______________________________

Date: ______________________________

FLORIDA MUNICIPAL POWER AGENCY

By: ______________________________

Title: ______________________________

Date: ______________________________

Reviewed By:

______ ________
Initial Date

______ ________
Initial Date

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

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

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

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

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the RGS Owner's following month energy consumption bill at the premises in accordance with the Kissimmee Utility Authority's Net Metering Tariff.

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 Kissimmee Utility Authority (hereafter called **"KUA"**), a body politic. Customer and KUA shall collectively be called the **"Parties"**. The physical location/premise where the interconnection is taking place: ____

WITNESSETH

Whereas, a 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:

PLEASE SELECT ONE:

______Tier 1 - no more than 10 kilowatts (10 kW)

☐ Tier 2 - more than 10 kilowatts (10 kW but not greater than 100 kW)

☐ Tier 3 - 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, KUA operates an electric system serving the City of Kissimmee and portions of surrounding Osceola County; and

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

Whereas, KUA and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract, dated as of June 28, 2002 (hereinafter the "ARP Contract") pursuant to which KUA has agreed to purchase and receive, and FMPA has agreed to sell and supply KUA with all energy and capacity necessary to operate KUA's electric system, which limits KUA'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 KUA to allow its customers to interconnect with KUA's electric system and to allow KUA 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 KUA customers interconnected to KUA's electric system; and

Whereas, KUA desires to provide interconnection of a RGS under conditions which will insure the safety of KUA 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 KUA.

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 KUA 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, ☐ Tier 2 RGS, ☐ Tier 3 RGS as defined above. It is the Customer's responsibility to notify KUA 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 does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).

4. The RGS GPR must not exceed 90% of the customer's KUA distribution service rating at the Customer's location. If the GPR does exceed the 90% **limit,** the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

5. Customer application fee described per Tier RGS:

   ☐ Tier 1 - shall not be required to pay any special fees due solely to the installation of the RGS.

   ☐ Tier 2 - shall be required to pay a non-refundable application fee of $320 for review and processing of the application.

   ☐ Tier 3 - shall be required to pay a non-refundable application fee of $470 for the review and processing of the application. In addition, the Customer will be responsible for the actual cost of an Interconnection Study. KUA will directly engage an engineering consultant with an active KUA engineering service contract to perform this study on behalf of KUA. KUA will forward a list of consultants with active KUA engineering service contracts upon Customer request. Studies performed by other engineering consultants will not be accepted. KUA will forward a consultant's study proposal to the Customer after the project application is submitted and complete. The study proposal will include a scope of work, fee, and schedule. The Customer must deposit the complete study fee with KUA prior to commencement of the study work. Study results will be provided to the Customer. If you have specific questions, please email: engineering@kua.com or call 407-933-7777 ext. 6600.

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

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following IEEE-1547 standards:

   a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
   b. IEEE-1547.1 (2012) 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. PV modules must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
   e. Currently adopted National Electric Code, NFPA 70 and all relevant articles (or subsequent revisions), Florida Building Code, and local codes and regulations.
   f. 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 KUA, 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 KUA. 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 KUA.

10. Prior to commencing parallel operation with KUA'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 KUA.

11. The Customer agrees to permit KUA, 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. KUA will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by

phone as to when KUA 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 KUA 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 KUA'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 KUA advising KUA of the date and time at which Customer intends to place the system in service, and KUA 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 KUA system upon a loss of KUA power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

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

14. The Customer shall not energize the KUA system when KUA's system is de-energized. The Customer shall cease to energize the KUA system during a faulted condition on the KUA system and/or upon any notice from KUA that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the KUA system prior to automatic or non-automatic reclosing of KUA's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and KUA'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 KUA'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 KUA'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. Such inspection should occur after large storms have traversed Customer's location and after connection with KUA's system has been restored.

16. ☐ Tier 1: KUA may require Customer to install, at KUA's expense and subject to the approval of the cost by KUA, 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 KUA's electric system, such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds KUA's cost to have the switch installed through its own means, KUA shall install the switch, and Customer shall provide reasonable accommodation to KUA for such installation.

☐ Tier 2: 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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

☐ Tier 3: 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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

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

☐ Tier 1 - Section 18 below, and within one (1) year after KUA executes this Agreement.

☐ Tier 2 - Sections 18 and 19 below, and within one (1) year after KUA executes this Agreement.

☐ Tier 3 - Sections 18 and 19 below, and within one (1) year after KUA executes this Agreement.

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

19. KUA strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than:

    ☐ Tier 1 - One hundred thousand dollars ($100,000).

    ☐ Tier 2 - One million dollars ($1,000,000). Tier 2 is a requirement.

    ☐ Tier 3 - Two million dollars ($2,000,000). Tier 3 is a requirement.

20. KUA 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 KUA to Customer, and also measure the energy delivered by Customer to KUA. 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 KUA.

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 KUA 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 KUA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any KUA inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. KUA'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 miss operational use of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, KUA, 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. KUA 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 KUA'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. KUA 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 KUA equipment, any part of KUA's electrical distribution system or Customer's generating system.
    c. Hazardous conditions existing on KUA's utility system due to the operation of the Customer's generation or protective equipment as determined by KUA.
    d. Adverse electrical effects (such as power quality problems) on the electrical equipment of KUA's other electric consumers caused by the Customer's generation as determined by KUA.
    e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of KUA.
    f. When the Customer fails to make any payments due to KUA by the due date thereof.

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, including installation of KUA metering equipment at KUA's expense, Customer shall indemnify, defend and hold harmless KUA, 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 KUA.

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

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

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

29. 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.

30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and KUA's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Rate Schedule NM-1, the schedule applicable to this Agreement. The Customer and KUA 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 Osceola County, Florida, and KUA 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 KUA's electrical distribution system.

31. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by KUA, including Rate Schedule NM-1, 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.

32. KUA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, KUA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

33. This Agreement is solely for the benefit of KUA 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 KUA 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 KUA and Customer and their respective representatives, successors, and assigns.

34. **Public Records Act/Chapter 119 Requirements.** The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

35. **Sovereign Immunity.** No provision of this Agreement is intended, nor shall be construed, to be a waiver by KUA of its sovereign immunity and limitations on KUA's liability that it enjoys under Florida Statutes, Section 768.28.

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

CUSTOMER:
By:

Print

Signature

KUA Account Number

KUA:
By:

Signature

Title

Date

Reviewed By:

Initial Date

Initial Date

Availability:

Available anywhere within the service area of the Kissimmee Utility Authority. This rider will be closed to further subscription when solar resources have been subscribed or retired or at the discretion of Kissimmee Utility Authority. In the event any previously subscribed energy becomes available due to the forfeiture by a prior subscriber, any such energy may be offered first to any customers remaining on the wait list, followed by an offering to the remainder of eligible customers at the discretion of Kissimmee Utilty Authority. Current subscriptions will be reduced or eliminated when existing solar resources are insufficient for any reason.

Applicability:

This rider is applicable on a voluntary basis to customers receiving service under rate schedules RS, GS, GSD, and GSLD that meet the special provisions of this rider.

Character of Service:

Customers have the option of subscribing at 4 levels of monthly energy participation: 25%, 50%, 75%, and 100%.

Limitations:

Subject to all the rules and regulations of this tariff and the general policies and procedures of the Utility.

The subscribing customer's otherwise applicable rate schedule for electric service will apply to calculate the bill for the billing period, but shall be adjusted under this rider as follows:

[Solar Energy Surcharge] x [Consumption] x [% Subscription]

The Solar Energy Surcharge shall equal the difference between the monthly energy rate billed to Kissimmee Utility Authority by the Florida Municipal Power Agency All-Requirements Project and the actual monthly cost of the solar energy. Note: the surcharge could calculate to be negative.

Special Provisions:

1. Customers who have required payment arrangements are not eligible.

2. Participants must remain enrolled for at least one billing period and may cancel thereafter with 30 days notice. Customers will not be eligible to participate again for a period of one year and then only if available.

Availability:

Available throughout the entire territory served by Kissimmee Utility Authority where customers charge electric vehicles at certain Kissimmee Utility Authority owned public electric vehicle (EV) charging stations (“the stations”) where KUA provides charging service billed through a third-party billing provider. Contingent upon the serviceability of equipment or facilities as determined by Kissimmee Utility Authority.

Applicability:

To any person (“user”) who accesses the stations.

Character of Service:

EV charging service will be available at Level 2 and Level 3 Kissimmee Utility Authority owned stations open to the public. Level 2 stations are those rated at 20 kW or less and Level 3 stations are those rated at 50 kW or greater.

Limitations:

Subject to all the rules and regulations of this tariff and the general policies and procedures of the Utility. In case of conflict between any provisions of this schedule and said general and procedures of the Utility the provisions of this rider shall apply.

Level 2 Charging Rate:

Charge*	$0.20 per kWh

Level 3 Charging Rates:

Charge*	$0.40 per kWh
Vehicle idling fee	$1.00 per minute following a ten-minute grace period

Charging Network Fees:

Charging network fees at the level determined by the charging station network provider may apply at certain stations.

* Charge rate includes Energy Charge plus State Sales Tax, Gross Receipts Tax, Governmental Transfers, Municipal Utility Tax and Public Service Tax (see “Billing Adjustments” on Tariff Sheet No. 14 and following).

Terms of Payment:

Payable through Kissimmee Utility Authority’s third-party billing provider. Users must register an account with Kissimmee Utility Authority’s third-party billing provider, including payment information, prior to charging the electric vehicle.

Users will have the ability to obtain a detailed receipt of the charge session through the Kissimmee Utility Authority’s third-party billing provider. The rates applicable to the specific station including the rate per kWh, taxes, and charging network fees and/or idle fees (if any) will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the third-party billing provider’s mobile application.

AGENDA ITEM REQUEST

Meeting Date: November 5, 2025

Requesting Department: Finance & Administration

Prepared By: Kevin Crawford, Vice President - Finance & Administration

Subject: Authorization to Initiate Updates to the Electric Service Tariffs

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Explanation:

Pending KUA Board of Director approval, staff will be recommending the following tariff changes to the Florida Public Service Commission for review and approval:

- Table of Contents 2.0
    - Update tariff to reflect changes as required due to the following items.
- Miscellaneous 4.0
    - Update tariff to define the e-FlexPay Program regarding payment for tampering and diversion balances.
- Net Metering Sheet 18.1, 18.2 to 18.7, 18.9 to 18.35
    - Update tariff to allow KUA to continue rolling forward accumulated credits to apply to the Customer's subsequent bill.
    - Update tariff agreements for
        - Tri-Party Net Metering Power Purchase Agreement
        - Standard interconnection for Tiers 1, 2 and 3
- Rider – Community Solar Rider (CSR) 19.0
    - Update tariff to provide KUA more flexibility to administer the program.
- Rate Schedule – Public Charging for Electric Vehicles 20.0
    - Add tariff to establish and define the Public Charging for Electric Vehicles at certain KUA owned stations billed through third-party billing provider.
        - This service provides for charging at different levels prevalent in the industry:
            - Level 2
            - Level 3

Recommendation:

Authorize staff to send tariff sheets to the Florida Public Service Commission for review and advertise for a public hearing on December 3, 2025, with tariffs to be effective January 1, 2026, contingent on approval at the public hearing.

Requesting Department(s) Approval(s):

Agenda Category:

Awards	Info. Pres.	Old Business	New Business	Staff Reports	Consent Agenda	Other
			X			

President & General Manager Approval For The Agenda:

History/Background:

- Existing Miscellaneous tariff sheets 4.0 have been in place since Sep 1, 2025.
    - KUA defined and implemented the e-FlexPay Program tariff in Sep 2025, which offers eligible customers the ability to prepay for service. This update regarding payment for tampering and diversion balances defines the same requirements on e-Flex Pay Program participants that exist for the other customers.
- Existing Net Metering Sheet tariff sheet 18.1 has been in place since May 1, 2023.
    - The language in the Florida Municipal Power Agency-All-Requirements Project (FMPA-ARP) Tri-Party Net Metering Power Purchase Agreement has been in place since inception in 2009.
    - In June 2025, FMPA-ARP amended its Tri-Party Net Metering Power Purchase Agreement language to allow billing decisions to be made by ARP participants like KUA.
    - Update KUA tariff to allow KUA to continue rolling forward accumulated credits to apply to the Customer's subsequent bill.
- Existing Net Metering Agreements Sheets 18.2 to 18.7 and 18.9 to 18.35 have been in place since 2009. Update the following agreements:
    - Tri-Party Net Metering Power Purchase Agreement.
    - Standard Interconnection Agreement for Tiers 1, 2 and 3.
- Existing Rider – Community Solar Rider (CSR) tariff sheet 19.0 has been in place since Feb 1, 2019.
    - Revisions to this tariff provides the flexibility to administer subscriptions to the community solar generation KUA program. .
- New Rate Schedule – Public Charging for Electric Vehicles 20.0 effective Jan 1, 2026.
    - After review and consideration of a preliminary cost of service study which included comparisons to neighboring utilities, this proposal provides a competitively priced Public Charging for Electric Vehicle rate structure for chargers at Levels 2 and 3 at certain KUA owned stations billed through third-party billing provider.

Fiscal Impact:

- <u>Miscellaneous tariff sheets 4.0</u>
    - Fiscal impact will vary depending on the level of customers who owe diversion and tampering that participate.
- <u>Net Metering Sheet 18.1, 18.2 to 18.7 and 18.9 to 18.35</u>
    - A savings in staff time is expected as a result of continuing to roll forward accumulated credits to apply to the Customer's subsequent bill rather than process and issue net metering refunds.
    - For calendar year 2024, of the 219 cumulative annual refunds:
        - 52% or 113 were for less than $20
        - 20% or 43 were for $20 to $59
        - Minimum $0.24
        - Average $89.48
        - Maximum $1,440.92
- <u>Rider – Community Solar Rider (CSR) 19.0</u>
    - No impact on the Change in Net Position.
- <u>Rate Schedule – Public Charging for Electric Vehicles 20.0</u>
    - Fiscal impact will vary depending on the level customers utilize this service.