



City of Alachua
Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

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

WITNESSETH

Whereas, a Tier 3 Renewable Generation System (RGS) is an electric generating system located at customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 100 kilowatts (100 kW) but not greater than 1,500 kilowatts (1,500 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, the City of Alachua operates an electric system serving a 22-square mile area located mostly within the City's boundaries and defined by electric service territory agreements with Clay Electric Cooperative, Duke Energy Florida, LLC, and Gainesville Regional Utilities; and

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

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

Whereas, the City of Alachua desires to provide interconnection of customer-owned renewable generation system under conditions which will insure the safety of the City of Alachua customers and employees, reliability and integrity of its distribution system;

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

1. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify the City of Alachua of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City of Alachua 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. In no case does the Tier 1, Tier 2 or Tier 3 interconnection agreement cover increases in GPR above 1,500 kilowatts (kW).
2. The RGS GPR must not exceed 90% of the City of Alachua's distribution service rating at the Customer's location.
3. The Customer shall be required to pay a non-refundable application fee of \$800 for the review and processing of the application for Tier 3 RGS.
4. The Customer shall fully comply with the City of Alachua's Code of Ordinances and Electric Service Policy Manual as those documents may be amended or revised by the City of Alachua from time to time.
5. Prior to commencing parallel operations, and throughout the duration of parallel operations, with the City of Alachua's electric system, the Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards as set forth in a-e below. Every twelve (12) months after installation the Customer shall certify that its operation and its maintenance are in compliance with the following standards as set forth in a-e below by providing notice to the City of Alachua.
 - a. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
 - b. IEEE 1547.1 (2005) Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems;
 - c. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - d. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations;
 - e. The manufacturer's installation, operation and maintenance instructions.
6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the 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 the City of Alachua, 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.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Alachua. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City of Alachua prior to commencing parallel operations with the City of Alachua's electric system.

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

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

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

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

12. The Customer shall not energize the City of Alachua system when the City of Alachua's system is deenergized. The Customer shall cease to energize the City of Alachua system during a faulted condition on the City of Alachua system and/or upon any notice from the City of Alachua that the deenergizing of Customer's RGS equipment is necessary. The Customer shall

cease to energize the City of Alachua system prior to automatic or non-automatic reclosing of the City of Alachua's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Alachua's systems.

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

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

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

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

17. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00). Customer shall name the City of Alachua as the Certificate Holder.

18. The City of Alachua will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kW-hr) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by the City of Alachua to Customer, and also measure the energy delivered by Customer to the City of Alachua. 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 the City of Alachua.

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

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

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City of Alachua, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any the City of Alachua inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City of Alachua's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22, and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City of Alachua, 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. The City of Alachua 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 the City of Alachua's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

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

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

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

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

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City of Alachua.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Alachua's electrical distribution system, irrespective of any fault on the part of the City of Alachua.
- 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.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City of Alachua's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City of Alachua at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, in form and language acceptable to the City of Alachua, 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 as described herein or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the City of Alachua 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 but either party may cancel by giving sixty (60) days written notice of intent to terminate.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City of Alachua's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Alachua's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Alachua 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 Alachua County, Florida, and the City of Alachua 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 made in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of the City of Alachua's electrical distribution system.

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

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

30. Customer acknowledges that its provision of electricity to the City of Alachua hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of system-wide customer-owned renewable generation systems exceeds 10 percent of the City's system energy requirements.

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

32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits, which are derived from the energy generated by these systems. The Customer agrees that the City of Alachua retains full rights and ownership to these credits.

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

The City of Alachua:

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Alachua Account Number:
