

**STANDARD INTERCONNECTION AGREEMENT – TIER 2**

**THIS STANDARD INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Winter Park, a Florida municipal corporation, whose address is 401 Park Avenue South, Winter Park, Florida 32789 (“City”) and \_\_\_\_\_, whose address is \_\_\_\_\_ Winter Park, Florida \_\_\_\_\_ (“Customer”). For ease of reference City and Customer are referred to collectively as the “Parties.” The physical location/premises where the interconnection is occurring: \_\_\_\_\_ (“Premises”).

**WHEREAS**, a Tier 2 customer-owned renewable generation system (“RGS”) is an electric generating system located at Customer’s Premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) alternating current (AC) power output but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer’s current electric requirements; and

**WHEREAS**, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

**WHEREAS**, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City’s electrical supply grid at the Premises; and

**WHEREAS**, to promote the development of small customer-owned renewable generation, the City offers net metering services relating to interconnection of customer-owned renewable generation system with the City’s electric system, allows such customers to offset their electric consumption with customer-owned renewable generation, and provides credit to the customer for excess customer-owned generation; and

**WHEREAS**, the City desires to provide interconnection of customer-owned renewable generation systems under conditions that ensure the safety and well-being of the City customers and employees as well as the reliability and integrity of the City’s distribution system; and

**WHEREAS**, Customer recognizes that the City has and requires certain indemnification protections, insurance requirements, and assurance to continue to protect the health, safety, and welfare of the citizens and businesses of the City as well as the continued operation of the City’s electrical system facilities;

**WHEREAS**, Customer further recognizes that the health, safety, and welfare of the citizens and businesses of the City as well as the continued proper and adequate operation of the City’s electrical system facilities may only be safeguarded through Customer’s agreement that the City have permission to access and enter upon the Premises, for the limited purposes of inspections

relating to the RGS and its component equipment, to review documents, to perform non-destructive testing, to witness initial testing of the RGS and its component equipment, and to otherwise ensure compliance federal, state, and local regulations, any interconnection agreements between Customer and City, and the City's Rules and Procedures for Electric Service as may be amended or revised from time to time; and

**WHEREAS**, Customer also recognizes that the selection of service providers, technicians, contractors, and/or electricians that install, perform maintenance upon, or otherwise perform work or services relating to the RGS and its component equipment and/or the City's electrical systems facilities, must be certified, qualified, or otherwise able to fully perform such work and services in accordance with federal, state, and local regulations, any interconnection agreements between Customer and City, the City's Rules and Procedures for Electric Service as may be amended or revised from time to time, and in a good and workmanlike fashion; and

**WHEREAS**, the Parties, in recognition of their mutual understandings and covenants herein, desire for interconnection to occur in accordance with the terms further set forth.

**NOW THEREFORE**, in consideration of the above and the mutual covenants and commitments contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above referenced recitals are true and correct and are hereby incorporated into this Agreement.

2. Limitation of Agreement. This agreement is strictly limited to cover a **Tier 2 RGS** as defined above. It is Customer's continuing responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (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 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 this Agreement cover or apply to increases in GPR above 100 kilowatts (kW).

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

4. Fees. Customer is not required to pay an application fee for the review and processing of the application. A flat rate building permit fee for solar PV installation shall be assessed: Tier 2-\$150, as noted in the Fee Schedule for the review and processing of the permit.

5. Customer Duties and Obligations. Customer expressly agrees and certifies the following:

- i. Customer shall fully comply with the City's Rules and Procedures for Electric Service as those documents may be amended or revised by the City from time to time;
- ii. Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
  - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
  - b. IEEE-1547.1 (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. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and
  - e. The manufacturer's installation, operation, repair, and maintenance instructions.
- iii. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. 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.
- iv. Customer shall, prior to commencing parallel operation with the City's electric system, have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection, any related reports, and approval to the City.
- v. Customer shall permit the City, at the City's discretion, 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 will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City 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 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'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 advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

vi. Customer expressly shall promptly provide notice to the City of any work or services on or relating to the RGS. Moreover, Customer agrees that any and all service providers, technicians, contractors, and electricians, including but not limited to, their agents, employees, and anyone or any entity acting at their direction or request, that installs, performs maintenance upon, or otherwise performs work or services relating to the RGS and its component equipment and/or the City's electrical systems facilities, must be certified, qualified, and otherwise able to fully perform such work and services in accordance with federal, state, and local regulations, any interconnection agreements between Customer and City, the City's Rules and Procedures for Electric Service as may be amended or revised from time to time, and in a good and workmanlike fashion.

vii. In the event that the City determines that the utilization of or continued use of an RGS and its component equipment, including any interconnection with City electric system facilities, has or is currently creating any condition detrimentally impacting the public health, safety, or welfare, in the City's sole and reasonable discretion, Customer agrees that the City may remedy the matter at the Customer's expense, and/or require the Customer to immediately remedy the matter at Customer's expense, and/or require Customer to cease all use of the RGS, its component equipment, and/or any interconnection with or utilization of the City's electrical system facilities until the matter is remedied to the City's satisfaction. The provisions of this section shall be cumulative and shall not be construed as nor act as a waiver of any claims, causes of action, enforcement proceedings, or compliance mechanisms afforded the City under federal, state, or local law or regulation.

viii. Customer certifies and agrees that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City 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 must be approved by the Occupational Safety & Health Administration (OSHA).

ix. Customer shall be 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'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'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.

x. Customer shall be solely responsible for all legal and financial obligations arising from or relating to the design, construction, installation, operation, maintenance, and ownership of the RGS and its component equipment.

xi. Customer shall obtain all permits, inspections, and approvals required by the City and/or any other state, federal, or local entity 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 with a copy of the Local Building Code Official's 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.

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

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

xiv. Customer agrees that, in no event, shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's RGS or related system, equipment, and/or interconnection. Any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its continued or workmanlike operation or maintenance or function or be construed as a warranty or guarantee as to the safety, reliability, or durability of the RGS and its component equipment. The City's inspection or acceptance or the City's failure to inspect shall not be deemed an endorsement of any RGS equipment, procedure, device, or component system.

xv. Customer shall not commence interconnection or parallel operation of the RGS and its component equipment until such time that the City certifies, in writing, that the requirements of this Agreement have been met, all documentation has been received under the terms of this Agreement, and the City has determined, to the City's reasonable satisfaction, that RGS parallel operations may commence.

xvi. Customer shall begin parallel operations with the City's electric system within one (1) year from the date the City executes this Agreement.

6. License to City. In addition to any other covenants or promises set forth herein, Customer hereby grants a non-revocable, non-exclusive license to City for temporary ingress, egress, and access to the Premises for the limited purposes of inspections relating to the RGS and its component equipment, to review documents, to perform non-destructive testing, to witness initial testing of the RGS and its component equipment, and to otherwise ensure compliance federal, state, and local regulations, any interconnection agreements between Customer and City, and the City's Rules and Procedures for Electric Service as may be amended or revised from time to time. Such license granted herein is solely for the express purposes set forth in this Agreement and does not grant otherwise grant any leasehold, property, or equitable interest in the Premises to City. Except for the license granted herein, Customer shall reserve all rights of ownership of the Premises.

7. Third Parties. 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 the preceding, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, 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. Additionally, the Parties agree that this Agreement is solely for the benefit of the City and Customer and no rights or causes of action shall accrue hereunder on account of this Agreement or relating to any 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 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 and Customer.

8. Term. 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. Upon termination of this Agreement, the City 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's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. Subject to an approved inspection at the City's discretion and installation of a City approved manual disconnect switch, Customer must execute this Agreement and return same to City at least thirty (30) calendars days prior to beginning parallel operations with the City's electric system.

9. Indemnification. Customer shall at all times, assume all risk of and indemnify and hold harmless the City and the City's elected and appointed officials, officers, employees and

agents, including those persons or entities acting at the City's request or direction, from and against any and all losses, damages, costs and expense (including the City's reasonable attorneys' fees, expert's fees, and costs through any and all investigatory, administrative, trial, post judgment and appellate proceedings), arising out of or relating to this Agreement, the City's access to or maneuvering on or about the Premises, the City's inspections relating to the RGS and its component equipment, and relating to the exercise of any of the City's rights or privileges set forth herein, except in the case of the City's sole negligence. It is further understood and agreed that Customer shall, at the option of the City, defend the City (with attorneys' selected by the City), and Owner shall further bear all attorneys' fees and other costs and expenses in the defense of any suit arising hereunder. This paragraph shall survive termination and expiration of this Agreement, and it is intended by the Parties that this section be construed to the fullest extent permissible under Florida law.

10. Manual Disconnect Switch. Customer must, at Customer's sole expense, install a manual disconnect switch. Such manual disconnect switch will be 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's electric system such that back feed from the customer-owned renewable generation system to the City'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 and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

11. Insurance. 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) and name the City as an additional insured on Customer's general liability insurance policy.

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

- i. The City's electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
- iii. Hazardous conditions existing on the City's utility system due to the operation of the

Customer's generation or protective equipment as determined by the City.

iv. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.

v. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.

vi. When the Customer fails to make any payments due to the City by the due date.

13. Interference; Emergencies. Cumulative of any other provision set forth herein, in the event that the City determines that the utilization of or continued use of an RGS and its component equipment, including any interconnect with City electric system facilities, has or is currently creating any condition detrimentally impacting the public health, safety, or welfare, in the City's sole and reasonable discretion, the City may remedy the matter at the Customer's expense, and/or require the Customer to immediately remedy the matter at Customer's expense, and/or require Customer to cease all use of the RGS, its component equipment, and/or any interconnection with or utilization of the City's electrical system facilities until the matter is remedied to the City's satisfaction. The provisions of this section shall be cumulative and shall not be construed as nor act as a waiver of any claims, causes of action, enforcement proceedings, or compliance mechanisms afforded the City under federal, state, or local law or regulation.

14. Applicable Law/Non-waiver. The laws of the state of Florida and the City's Electric Utility tariff filed with the Florida Public Service Commission, as amended, including any amendments modification or changes to the City's Net Metering Service Rate schedule, shall govern the validity, performance, and enforcement of this Agreement. Any and all litigation relating to this Agreement shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. The failure of City to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that City may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained, except as may be expressly waived in writing. Further, to the fullest extent permitted by Florida law, the Parties hereby waive any and all rights to a trial by jury and the Parties covenant and agree that neither the City nor the Customer shall request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement.

15. Metering Equipment. City shall furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (KWHs) of energy produced by Customer's RGS and delivered to the City's electric grid. The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation as filed with the Florida Public Service Commission. 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 to the City by Customer.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

17. Sovereign immunity. Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity protections and defenses, or any other protections and defenses afforded to City or its officials, officers, agents and employees by law, including but not limited to, section 768.28, Florida Statutes.

18. Interpretation. The Parties have carefully read this Agreement, understands its contents, and have entered into the Agreement with full knowledge of its significance. Accordingly, if there is any ambiguity contained in this Agreement, no weight shall be accorded to or given in favor of or against either party on account of its drafting of this Agreement.

19. Assignment. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent. If there is a change in ownership of the RGS, Customer shall provide written notice to the City 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 that is acceptable to the City.

20. Integration. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

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

22. New Agreement Requirement. The Parties recognize and agree that relevant Florida statutory provisions and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. Accordingly, in the event that such statutes and/or rules are amended in a manner that affects the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new, modified interconnection agreement which complies with the amended statutes/rules and is mutually acceptable to the Parties.

23. Diminution or Rejection. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 256 KW of customer generated renewable energy.

24. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.

Witnesses

CITY:  
City of Winter Park, a Florida municipal corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Randy B. Knight, City Manager

\_\_\_\_\_  
Print

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print

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

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