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FPSC - COMMISSION CLERK **Jody Lamar Finklea, B.C.S.**

General Counsel and Chief Legal Officer

Board Certified City, County and Local Government Lawyer

VIA Electronic Filing

July 22, 2022

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

Re: City of Quincy, Florida – Original Net Metering Tariff Sheets

Dear Mr. Teitzman:

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

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

- a. Original Sheets No. 13.0 – 13.2, *Net Metering Service Rate Schedule*;
- b. Original Sheets No. 14.0 – 14.1, *City of Quincy Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- c. Original Sheet No. 14.2, *Rooftop Solar Application Procedures*;
- d. Original Sheets No. 15.0 – 15.8, *Tier 1-Standard Interconnection Agreement Customer-Owned Renewable Generation System, and*,
- e. Original Sheets No. 16.0 – 16.8, *Tier 2-Standard Interconnection Agreement Customer-Owned Renewable Generation System*.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea

General Counsel and Chief Legal Officer

NET METERING SERVICE RATE SCHEDULE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from City of Quincy under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100-kW), is located on the customer's premises, and is primarily intended to offset part or all of customer's own electric requirements. The City of Quincy may not approve the pairing of an oversize renewable generation system with a battery which may exceed retails customer's requirements. Customer's renewable generation system shall fall within one of the following ranges:
 - Tier 1 = 10-kW or less;
 - Tier 2 = Greater than 10-kW and less than or equal to 100-kW.
3. Is interconnected and operates in parallel with City of Quincy's electric distribution system;
4. Provides City of Quincy with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation.

MONTHLY RATE:

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

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from the City of Quincy, and (2) excess energy (kWh) generated by a customer's RGS and delivered to City of Quincy's electric system. Such metering equipment shall be installed at the point of delivery at the expense of the City of Quincy. The customer's electric service entrance and city-approved meter socket (single-phase or three-phase as appropriate) shall be furnished, installed, and maintained at the expense of the customer.

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

(Continued on Sheet No. 13.1)

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

(Continued on Sheet No. 13.1)

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

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

- a) Electric energy produced by the customer-owned renewable generation system shall first be used to serve the customer's own load and offset the customer's demand for the City of Quincy electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the customer's own load and is delivered to the City of Quincy system shall be deemed as "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to customer by the City of Quincy during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Quincy in the form of a \$/kWh credit on the customer's monthly energy consumption bill. Each billing cycle, customer shall be credited for the total amount of excess energy generated by the customer owned renewable generation that is delivered to the City of Quincy's electric system during the previous billing cycle. The \$/kWh credit from the City of Quincy shall be equal to the City of Quincy's wholesale avoided cost. For purposes of this schedule, the City of Quincy's "wholesale avoided cost: is the actual cost incurred by the City of Quincy for the purchase of wholesale power to serve its retail requirements, on a \$/kWh basis as determined by the City of Quincy, for the month prior to the month of the customer's billing, subject to all fluctuations in the cost of wholesale power, but excluding costs associated with transmission and ancillary services.
- d) If a given \$/kWh credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding billing period, then the excess \$/kWh credit shall be applied to the customer's subsequent bill. Excess energy \$/kWh credits produced shall be used to offset [customer's] next month's utility bill. In the last billing cycle of each year, any unused \$/kWh credits shall be paid by the City of Quincy to the customer, at the City of Quincy's wholesale avoided cost.

(Continued on Sheet No. 13.1)

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(Continued on Sheet No. 13.1)

- e) If a customer closes an account, any of the customer's unused excess energy \$/kWh credits shall be paid to the last address or forwarding address by check within 180 days. The customer should contact the City of Quincy Customer Service Department to complete procedures for closing an account.
- f) Regardless of whether any excess energy is delivered to City of Quincy'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.
- g) Customer acknowledges that its provision of electricity to City of Quincy hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to City of Quincy pursuant to this Schedule, from all participating City of Quincy customers, exceeds 0.62 percent (0.62%) of the aggregate customer peak demand on the City of Quincy's electric system. In no case does a Tier 1 or 2 interconnect agreement cover the GPR above 100-kilowatts (100-kW).

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

Tier 1 - \$100

Tier 2 - \$250

Issued by: Richard Ash
Director of Utilities

Effective: May 12, 2022

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CITY OF QUINCY
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS

Circle One:

TIER 1 - 10-kW or Less

TIER 2 - Greater than 10-kW and less than or equal to 100-kW

City of Quincy customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Quincy’s electrical system are required to complete this application. When the completed application and fees are returned to City of Quincy, the process of completing the appropriate Tier 1 or Tier 2 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City of Quincy Department of Utilities, 423 W. Washington St., or may be obtained via email to Richard Ash, rash@myquincy.net, facsimile at (850) 875-7357, or by calling the City of Quincy Utilities Department at (850) 618-0040.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer’s Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued on Sheet No. 14.1)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

**CITY OF QUINCY
APPLICATION FOR INTERCONNECTION OF
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(Continued on Sheet No. 14.1)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

3. Facility Rating Information

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

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$100 for Tier 1 and \$250 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to City of Quincy by the customer.

A. Documentation demonstrating that the installation complies with:

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

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

C. Proof of General Liability Insurance or Personal Injury and Property Damage Liability Insurance in the amount shown below:

Tier 1 - \$100,000
Tier 2 - \$1,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

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Tier 2 - \$1,000,000.00

Customer

By: _____
(Print Name)

Date: _____

(Signature)

Issued by: Richard Ash
Director of Utilities

Effective: May 12, 2022

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 "**RGS Owner**"), located at _____ in _____, Florida, and City of Quincy (Hereinafter called "**Utility**"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place (hereinafter called "**Premises**"): _____.

WITNESSETH

Whereas, a Tier 1 customer-owned 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, Utility operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area of approximately 22 square miles; and,

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

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

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

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 1 RGS as defined above. It is the RGS Owner’s responsibility to notify Utility 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

(Continued on Sheet No. 15.1)

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Utilities Director

Effective: May 12, 2022

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(Continued on Sheet No. 15.1)

nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. An increase in GPR above the 10-kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the RGS Owner. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (100-kw).

2. The RGS GPR must not exceed 90 percent (90%) of the Utility distribution service rating at the RGS Owner's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.

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

4. The RGS Owner shall fully comply with Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.

5. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (2013) Standard for Interconnecting Distributed Resources with Electric Power System;
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
- d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
- e. Has been approved by the Florida Solar Energy Center (FSEC Std. 203-5); and,
- f. The manufacturer's installation, operation, and maintenance instructions.

6. The RGS Owner 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. RGS Owner 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.

(Continued on Sheet No. 15.2)

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(Continued on Sheet No. 15.2)

7. The RGS Owner shall provide a copy of the manufacturer's installation, operation and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.

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

9. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the Utility 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, RGS Owner agrees to provide Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to the Utility advising it of the date and time at which RGS Owner intends to place the system in service, and Utility 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. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility's 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 RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

(Continued on Sheet No. 15.3)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

7. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.

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

9. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the Utility 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, RGS Owner agrees to provide Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to the Utility advising it of the date and time at which RGS Owner intends to place the system in service, and Utility 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. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility's 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 RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

(Continued on Sheet No. 15.3)

automatic or non-automatic reclosing of Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the RGS Owner's and Utility's systems.

13. The RGS Owner 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 the Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner 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 RGS Owner must install, at RGS Owner'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 RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to Utility'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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of Utility.

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

16. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. Utility requires the RGS Owner to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

(Continued on Sheet No. 15.4)

automatic or non-automatic reclosing of Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the RGS Owner's and Utility's systems.

13. The RGS Owner 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 the Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner 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 RGS Owner must install, at RGS Owner'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 RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to Utility'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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of Utility.

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

16. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. Utility requires the RGS Owner to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

(Continued on Sheet No. 15.4)

18. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's electric service entrance associated with the RGS will be complete with a city-approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed, and maintained at the expense of the RGS Owner. RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

19. The RGS Owner 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 RGS Owner 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 RGS Owner agrees to provide the Utility 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 Utility, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any Utility 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. Utility'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, RGS Owner 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, Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the Owner. 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. Utility shall have no obligation to compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's system is operating at reduced capacity or is disconnected from the Utility's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the RGS Owner's system include, but are not limited to, the following:

- a. Utility system emergencies, forced outages, uncontrollable forces, or compliance with prudent electric utility practice.

(Continued on Sheet No. 15.5)

18. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's electric service entrance associated with the RGS will be complete with a city-approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed, and maintained at the expense of the RGS Owner. RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

19. The RGS Owner 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 RGS Owner 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 RGS Owner agrees to provide the Utility 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 Utility, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any Utility 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. Utility'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, RGS Owner 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, Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the Owner. 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. Utility shall have no obligation to compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's system is operating at reduced capacity or is disconnected from the Utility's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the RGS Owner's system include, but are not limited to, the following:

- a. Utility system emergencies, forced outages, uncontrollable forces, or compliance with prudent electric utility practice.

(Continued on Sheet No. 15.5)

- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any Utility equipment, any part of Utility's electrical distribution system or RGS Owner's generating system.
- c. Hazardous conditions existing on Utility's system due to the operation of the RGS Owner's generation or protective equipment as determined by Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the Utility's other electric consumers caused by the RGS Owner's generation as determined by Utility;
- e. When RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the Utility;
- f. When the RGS Owner fails to make any payments due to Utility by the due date thereof.

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

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of Utility;
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to, Utility's electrical distribution system, irrespective of any fault on the part of Utility;
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of RGS Owner's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

(Continued on Sheet No. 15.6)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any Utility equipment, any part of Utility's electrical distribution system or RGS Owner's generating system.
- c. Hazardous conditions existing on Utility's system due to the operation of the RGS Owner's generation or protective equipment as determined by Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the Utility's other electric consumers caused by the RGS Owner's generation as determined by Utility;
- e. When RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the Utility;
- f. When the RGS Owner fails to make any payments due to Utility by the due date thereof.

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

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of Utility;
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to, Utility's electrical distribution system, irrespective of any fault on the part of Utility;
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of RGS Owner's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

(Continued on Sheet No. 15.6)

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

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

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 Utility's tariff as it may be modified, changed, or amended from time to time, including any amendments, modification or changes to Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and Utility 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 Gadsden County, Florida, and City of Quincy Utility Department and the RGS Owner 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 Utility's electrical distribution system.

(Continued on Sheet No. 15.7)

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

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

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 Utility's tariff as it may be modified, changed, or amended from time to time, including any amendments, modification or changes to Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and Utility 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 Gadsden County, Florida, and City of Quincy Utility Department and the RGS Owner 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 Utility's electrical distribution system.

(Continued on Sheet No. 15.7)

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including City of Quincy'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. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Utility's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 0.062 percent (0.062%) of the aggregate customer peak demand on Utility's electric system.

31. This Agreement is solely for the benefit of 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 than Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to the City of Quincy as established by Florida Statutes, 768.28.

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

(Continued to Sheet No. 15.8)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including City of Quincy'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. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Utility's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 0.062 percent (0.062%) of the aggregate customer peak demand on Utility's electric system.

31. This Agreement is solely for the benefit of 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 than Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to the City of Quincy as established by Florida Statutes, 768.28.

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

(Continued to Sheet No. 15.8)

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

City of Quincy Utility:

RGS Owner:

By: _____ By: _____
(Print Name)

Title: _____

Date: _____
(Signature)

Date: _____

City of Quincy Utility Account Number:

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

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

City of Quincy Utility:

RGS Owner:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

City of Quincy Utility Account Number:

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

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 "**RGS Owner**"), located at _____ in _____, Florida, and City of Quincy Utility Department (hereinafter called "[**Utility**]"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place (hereinafter called "**Premises**"): _____.

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, Utility operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area if approximately 22 square miles; and,

Whereas, RGS Owner has made a written Application to City of Quincy Utilities Department, a copy being attached hereto, to interconnect its RGS with Utility’s electrical supply grid at the location identified above; and,

Whereas, in order to promote the development of small customer-owned renewable generation, Utility offers net metering service by which customers may interconnect their customer-owned renewable generation system with Utility’s electric system and to allow Utility 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 Utility desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of Utility’s customers and employees, reliability, and integrity of its distribution system;

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

(Continued on Sheet No. 16.1)

Issued by: Richard Ash

Utilities Director

Effective: May 12, 2022

**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 "**RGS Owner**"), located at _____ in _____, Florida, and City of Quincy Utility Department (hereinafter called "[**Utility**]"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place (hereinafter called "**Premises**"): _____.

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, Utility operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area if approximately 22 square miles; and,

Whereas, RGS Owner has made a written Application to City of Quincy Utilities Department, a copy being attached hereto, to interconnect its RGS with Utility's electrical supply grid at the location identified above; and,

Whereas, in order to promote the development of small customer-owned renewable generation, Utility offers net metering service by which customers may interconnect their customer-owned renewable generation system with Utility's electric system and to allow Utility 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 Utility desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of Utility's customers and employees, reliability, and integrity of its distribution system;

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

(Continued on Sheet No. 16.1)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the RGS Owner's responsibility to notify Utility 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 Utility 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. An increase in GPR above the 10-kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the RGS Owner. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100-kW limit.

2. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner's Utility distribution service rating at the Owner's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.

3. The RGS Owner shall be required to pay a non-refundable application fee of \$250 for the review and processing of the application.

4. The RGS Owner shall fully comply with the Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.

5. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:

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

(Continued on Sheet No. 16.2)

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the RGS Owner's responsibility to notify Utility 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 Utility 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. An increase in GPR above the 10-kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the RGS Owner. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100-kW limit.
2. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner's Utility distribution service rating at the Owner's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
3. The RGS Owner shall be required to pay a non-refundable application fee of \$250 for the review and processing of the application.
4. The RGS Owner shall fully comply with the Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.
5. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation, and maintenance instructions.

(Continued on Sheet No. 16.2)

6. The RGS Owner 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. Owner 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 RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties, and/or breach of contract.

7. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.

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

9. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when Utility 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, RGS Owner agrees to provide the Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to Utility advising it of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 16.3)

6. The RGS Owner 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. Owner 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 RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties, and/or breach of contract.

7. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.

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

9. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when Utility 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, RGS Owner agrees to provide the Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to Utility advising it of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 16.3)

10. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility 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 RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

13. The RGS Owner 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 the Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner 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 RGS Owner must install, at RGS Owner'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 RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to Utility'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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility.

(Continued on Sheet No. 16.4)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

10. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility 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 RGS Owner 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 RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

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

13. The RGS Owner 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 the Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner 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 RGS Owner must install, at RGS Owner'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 RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to Utility'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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility.

(Continued on Sheet No. 16.4)

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

16. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. RGS Owner 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 Quincy as an additional insured on RGS Owner's general liability insurance policy.

18. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's service associated with the RGS will be (single-phase or three-phase as appropriate). RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

19. The RGS Owner 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 RGS Owner 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 RGS Owner agrees to provide Utility 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 Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility 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. Utility's inspection, acceptance, or its failure to

(Continued on Sheet No. 16.5)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

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

16. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. RGS Owner 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 Quincy as an additional insured on RGS Owner's general liability insurance policy.

18. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's service associated with the RGS will be (single-phase or three-phase as appropriate). RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

19. The RGS Owner 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 RGS Owner 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 RGS Owner agrees to provide Utility 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 Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility 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. Utility's inspection, acceptance, or its failure to

(Continued on Sheet No. 16.5)

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, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or mis-operation of its RGS equipment.

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

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

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

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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:

(Continued on Sheet No. 16.6)

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, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or mis-operation of its RGS equipment.

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

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

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

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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:

(Continued on Sheet No. 16.6)

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

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

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

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

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

(Continued on Sheet No. 16.7)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

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

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

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

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

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

(Continued on Sheet No. 16.7)

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 Utility's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including Utility'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. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Utility's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 0.62 percent (0.62%) of the aggregate customer peak demand on Utility's electric system.

(Continued on Sheet No. 16.8)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

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 Utility's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including Utility'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. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Utility's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 0.62 percent (0.62%) of the aggregate customer peak demand on Utility's electric system.

(Continued on Sheet No. 16.8)

Issued by: Richard Ash
Utilities Director

Effective: May 12, 2022

31. This Agreement is solely for the benefit of 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 than Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to Utility as established by Florida Statutes, 768.28.

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

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

City of Quincy Utility:

RGS Owner:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Utility Account Number:

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By: _____

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(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Utility Account Number:
