



VIA Electronic Filing

September 18, 2025

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

***Re: City of Homestead, Florida, Net Metering Tariff Revised and Original Tariff
Sheets***

Dear Mr. Teitzman:

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

Filed in legislative and filing formats are revisions to the following Volume III tariff sheets:

- a) Seventh Revised Sheet No. 2.0 – *Table of Contents*;
- b) Original Sheets No. 12.2 – 12.5 – *Net Metering Service Rate Schedule*;
- c) Original Sheets No. 18.0 – 18.2 – *Application for Interconnection of Customer-Owned Renewable Generation Systems*;
- d) Original Sheets No. 19.0 – 19.8 – *Tier 1 – Standard Interconnection Agreement*;
- e) Original Sheets No. 20.0 – 20.8 – *Tier 2 – Standard Interconnection Agreement, and*,
- f) Original Sheets No. 21.0 – 21.8 – *Tier 3 – Standard Interconnection Agreement*.

Also included is a copy of the city's Ordinance No. 2012-04-06 amending the city's code of ordinances to create a *Net Metering Program for Customer-Owned Renewable Generation Systems*, effective April 12, 2012.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

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ISSUED BY: ~~Mike A. Shehadeh, P.E.~~ Barbara Quinones
28, 20082025

EFFECTIVE: August

~~City Manager~~ Director – Electric Utilities Department
~~August 28, 2008~~

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Net Metering Service
Rate Schedule

Availability. Entire service area.

Applicability. This schedule is applicable to a customer who:

1. Takes retails service from Homestead Energy Services (HES) under an otherwise applicable rate schedule at customer's premises.
2. Owns a renewable generating system with a gross power rating that does not exceed two (2) megawatts (2MW), is located on the customer's premises and is primarily intended to offset part of all of customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
 - Tier 1 = 15 kW or less;
 - Tier 2 = greater than 15 kW but less than or equal to 100 kW;
 - Tier 3 = greater than 100 kW and less than or equal to 2 MW.
3. Is interconnected and operates in parallel with HES' electric distribution system.
4. Provides HES 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 HES will be based on the net metered usage in according with Billing, below.

Metering.

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

(Continued on Sheet No. 12.3)

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

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

Billing. Customer shall be billed for its consumption and credited for its export of energy as follows:

1. Electric energy from the customer-owner renewable generation system shall be used first to serve the customer's own load and offset the customer's demand for HES 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 HES system shall be deemed as "excess customer-owned renewable generation."
2. Customer shall be billed for the total amount of electric energy delivered to customer by HES during the billing period in accordance with the otherwise applicable rate schedule.
3. Excess customer-owned renewable generation shall be purchased by HES in the form of a 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 HES' electric system during the previous billing cycle. The credit from HES shall be determined in accordance with the average wholesale avoided cost rate per kWh for the billing cycle. Base surcharges and taxes do not apply in determining credits.
4. In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding billing period, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of no more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by HES to the customer, at HES' average wholesale avoided cost rate or average generation cost per kWh for that calendar year.

(Continued on Sheet No. 12.4)

5. In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid to the customer at the last known address or forwarding address by check within one hundred and eighty (180) days. Unused excess energy credits shall be paid by HES to the customer, at HES' average wholesale cost rate or average generation cost per kWh for the year.

6. Regardless of whether any excess energy is delivered to HES' 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.

7. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to this schedule, from all participating HES customers, exceeds two-and-one-half percent(2.5%) of the aggregate customer peak demand on HES' electric system.

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 by HES annually.

- Tier 1 – No fee
- Tier 2 - \$400.00
- Tier 3 - \$1,000.00 – Interconnection Study Fee – Deposit of \$2,000.00. Customer is to pay actual cost as determined upon HES review. The actual cost will be based on staff time required and actual incurred cost, including costs incurred by HES to hire consultants. Should the actual cost of the study be greater than the deposit, the customer shall be required to pay the additional amount. If the actual cost of is less than the deposit, customer will be refunded the remaining deposit.

Insurance.

1. Tier 1 – The Tier 1 customer agrees to maintain liability insurance for personal injury and property damage coverage in the amount of not less than \$100,000.00, combined single limit. Proof of this insurance shall be provided to Homestead Energy Services (HES) prior to beginning operations with HES and upon request by HES from time to time.

(Continued on Sheet No. 12.5)

Issued by: Mike A. Shehadeh, P.E.

Effective Date: April 18, 2012

City Manager

Insurance (continued).

2. The Tier 2 and Tier 3 customer shall be required to provide proof of comprehensive general liability insurance for personal injury and property damage coverage, combined single limit, in the amount shown below name the City of Homestead, acting through the city's electric utility department, Homestead Energy Services (HES), as an additional insured:

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Proof of this insurance, and the naming of the city as an additional insured, shall be provided to HES prior to beginning operations with HES and upon request by HES from time to time.

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 - Tier 3 = greater than 100 kW and less than or equal to 2 MW.
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(Continued on Sheet No. 12.3)

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3. Excess customer-owned renewable generation shall be purchased by HES in the form of a 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 HES' electric system during the previous billing cycle. The credit from HES shall be determined in accordance with the average wholesale avoided cost rate per kWh for the billing cycle. Base surcharges and taxes do not apply in determining credits.
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(Continued on Sheet No. 12.4)

5. In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid to the customer at the last known address or forwarding address by check within one hundred and eighty (180) days. Unused excess energy credits shall be paid by HES to the customer, at HES' average wholesale cost rate or average generation cost per kWh for the year.
6. Regardless of whether any excess energy is delivered to HES' 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.
7. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to this schedule, from all participating HES customers, exceeds two-and-one-half percent (2.5%) of the aggregate customer peak demand on HES' electric system.

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 by HES annually.

- Tier 1 – No fee
- Tier 2 - \$400.00
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Insurance.

1. Tier 1 – The Tier 1 customer agrees to maintain liability insurance for personal injury and property damage coverage in the amount of not less than \$100,000.00, combined single limit. Proof of this insurance shall be provided to Homestead Energy Services (HES) prior to beginning operations with HES and upon request by HES from time to time.

(Continued on Sheet No. 12.5)

Insurance (continued).

2. The Tier 2 and Tier 3 customers shall be required to provide proof of comprehensive general liability insurance for personal injury and property damage coverage, combined single limit, in the amount shown below name the City of Homestead, acting through the city's electric utility department, Homestead Energy Services (HES), as an additional insured:

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Proof of this insurance, and the naming of the city as an additional insured, shall be provided to HES prior to beginning operations with HES and upon request by HES from time to time.

APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS

TIER 1 - 15 KW or Less

TIER 2 - Greater than 15 KW and Less Than or Equal to 100 KW

TIER 3 - Greater than 100 KW and Less Than or Equal to 2 MW

The City of Homestead (the "City"), acting by and through the City's electric utility department, Homestead Energy Services (HES), requires that any customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with HES' electrical system shall comply with Homestead City Ordinance No. 2012-04-06, which established as Net Metering Program for customer-owned renewable generation systems, and are required to complete this application. When the completed application and fees are returned to HES, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the HES office located at 675 N. Flagler Avenue, Homestead, FL 33030, or by sending a request to:

(i) CustomerService@cityofhomestead.com, or,

(ii) At the HES website: http://ci.homestead.fl.us/pages/city_hall/utilities.aspx.

1. HES Customer Information

Name:

Mailing Address:

City: State: Zip Code:

Phone Number: Alternate Phone Number:

Email Address: Fax Number:

HES 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. 18.1)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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: _____ Solar _____

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 \$400 for Tier 2 and \$1,000 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$2,000 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for actual costs of the study as determined by HES’ review, in its sole and absolute discretion. Should the actual cost of the study be greater than the deposit the customer shall be required to pay the additional amount prior to the completion of the Interconnection Agreement. If the cost is less than the deposit, the difference will be refunded to the customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to HES by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

(Continued on Sheet No. 18.2)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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

C. General Liability Insurance Requirements

1. Proof of general liability insurance in the amount of not less than \$100,000 for Tier 1 generators.

2. Proof of general liability insurance in the minimum amount shown below naming the City of Homestead, acting through the City's electric utility department, Homestead Energy Services (HES) as an additional insured.

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

D. Complete W-9 Form for revenue reporting due to any excess credits at the end of each calendar year.

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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

TIER 1 - 15 KW or Less

TIER 2 - Greater than 15 KW and Less Than or Equal to 100 KW

TIER 3 - Greater than 100 KW and Less Than or Equal to 2 MW

The City of Homestead (the "City"), acting by and through the City's electric utility department, Homestead Energy Services (HES), requires that any customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with HES' electrical system shall comply with Homestead City Ordinance No. 2012-04-06, which established as Net Metering Program for customer-owned renewable generation systems, and are required to complete this application. When the completed application and fees are returned to HES, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the HES office located at 675 N. Flagler Avenue, Homestead, FL 33030, or by sending a request to:

- (i) CustomerService@cityofhomestead.com, or,
- (ii) At the HES website: http://ci.homestead.fl.us/pages/city_hall/utilities.aspx.

1. HES Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

HES 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. 18.1)

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with 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: _____ Solar _____

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 \$400 for Tier 2 and \$1,000 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$2,000 will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for actual costs of the study as determined by HES’ review, in its sole and absolute discretion. Should the actual cost of the study be greater than the deposit the customer shall be required to pay the additional amount prior to the completion of the Interconnection Agreement. If the cost is less than the deposit, the difference will be refunded to the customer.

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Prior to completion of the Interconnection Agreement, the following information must be provided to HES by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

(Continued on Sheet No. 18.2)

**Homestead Energy Services
City of Homestead, Florida
(Continued from Sheet No. 18.1)**

Original Sheet No. 18.2

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

C. General Liability Insurance Requirements

1. Proof of general liability insurance in the amount of not less than \$100,000 for Tier 1 generators.
2. Proof of general liability insurance in the minimum amount shown below naming the City of Homestead, acting through the City's electric utility department, Homestead Energy Services (HES) as an additional insured.

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

- D. Complete W-9 Form for revenue reporting due to any excess credits at the end of each calendar year.

Customer

By: _____ Date: _____
(Print Name)

(Signature)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This Agreement is made and entered into this day of , 20 , by and between , (hereinafter called "Customer"), located at in , Florida, and the City of Homestead, a Florida municipal corporation, (the "City") acting by and through the City's electrical utility department, known as Homestead Energy Services ("HES"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "Parties". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: (the "Premises").

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at real property (Premises) owned by Customer, 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 15 kilowatts (15 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

Whereas, HES desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of HES 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. 19.1)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty 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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An Increase in GPR above the 15-kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above one hundred kilowatts (100 kW).

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

3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.

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

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

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

6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase

(Continued on Sheet No. 19.2)

of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

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

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

9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

(Continued on Sheet No. 19.3)

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

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES's electric system, such that back feed from the customer-owned renewable generation system to HES'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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

17. HES requires the Customer 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. 19.4)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES'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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

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

(Continued on Sheet No. 19.5)

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

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

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

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

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

(Continued on Sheet No. 19.6)

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service

(Continued on Sheet No. 19.7)

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.

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES's electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 19.8)

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

(CITY SIGNATURE BLOCK IS REQUIRED)

_____ **HES – CITY OF HOMESTEAD, A**
Florida municipal corporation, acting by
and through the City's electrical utility
department, known as **HOMESTEAD**
ENERGY SERVICES (HES)

_____ By: _____
George Gretsas, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Homestead, a Florida municipal corporation, (the "**City**") acting by and through the City's electrical utility department, known as Homestead Energy Services ("**HES**"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "**Parties**". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: _____ (the "**Premises**").

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at real property (Premises) owned by Customer, 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 15 kilowatts (15 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

Whereas, HES desires to provide interconnection of customer-owned renewable generation system under conditions which will ensure the safety of HES 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. 19.1)

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty 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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An Increase in GPR above the 15-kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above one hundred kilowatts (100 kW).
2. The RGS GPR must not exceed 90% of the HES' distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible for the payment of the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
3. The Customer shall be required to pay all fees associated with the installation of the RGS as noted in the rate schedule.
4. The Customer shall fully comply with HES' Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by HES from time to time.
5. The Customer certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation, and maintenance instructions.
6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase

(Continued on Sheet No. 19.2)

of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

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

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

9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

(Continued on Sheet No. 19.3)

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

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES's electric system, such that back feed from the customer-owned renewable generation system to HES'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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

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

(Continued on Sheet No. 19.4)

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES'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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

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

(Continued on Sheet No. 19.5)

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

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

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

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

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

(Continued on Sheet No. 19.6)

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service

(Continued on Sheet No. 19.7)

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.

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES's electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 19.8)

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

(CITY SIGNATURE BLOCK IS REQUIRED)

HES – CITY OF HOMESTEAD, A
Florida municipal corporation, acting by
and through the City's electrical utility
department, known as **HOMESTEAD**
ENERGY SERVICES (HES)

By: _____
George Gretsas, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES
Customer:

By: _____
By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Homestead, a Florida municipal corporation, (the "**City**") acting by and through the City's electrical utility department, known as Homestead Energy Services ("**HES**"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "**Parties**". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: _____ (the "**Premises**").

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS") is an electric generating system located at real property (Premises) owned by Customer, that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 15 kilowatts (15 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, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

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

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

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty days

(Continued on Sheet No. 20.1)

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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An increase in GPR above the 100-kW limit would necessitate entering into a new agreement at Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 2 interconnection agreement cover increases in GPR above one hundred kilowatts (100 kW).

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

3. The Customer shall be required to pay a non-refundable fee of \$400 for the review and processing of the application, and all fees associated with the installation of the RGS as noted in the Net Metering Service Rate Schedule.

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

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

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

6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

(Continued on Sheet No. 20.2)

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

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

9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

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

(Continued on Sheet No. 20.3)

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES's electric system, such that back feed from the customer-owned renewable generation system to HES' 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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

17. HES requires the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one-million dollars (\$1,000,000.00)

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

(Continued on Sheet No. 20.4)

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES'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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

- a. HES 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 HES equipment, any part of HES's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on HES' utility system due to the operation of the Customer's generation or protective equipment as determined by HES.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of HES' other electric consumers caused by the Customer's generation as determined by HES

(Continued on Sheet No. 20.5)

- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of HES.
- f. When the Customer fails to make any payments due to HES by the due date thereof.

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

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

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

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

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained.

(Continued on Sheet No. 20.6)

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' 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.

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

(Continued on Sheet No. 20.7)

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES' Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES' electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 20.8)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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

(CITY SIGNATURE BLOCK IS REQUIRED)

_____ **HES – CITY OF HOMESTEAD, A**
Florida municipal corporation, acting by
and through the City's electrical utility
department, known as **HOMESTEAD**
ENERGY SERVICES (HES)

_____ **By:**
George Gretsas, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

**Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Homestead, a Florida municipal corporation, (the "**City**") acting by and through the City's electrical utility department, known as Homestead Energy Services ("**HES**"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "**Parties**". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: _____ (the "**Premises**").

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system ("RGS") is an electric generating system located at real property (Premises) owned by Customer, that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 15 kilowatts (15 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, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

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

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

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty days

(Continued on Sheet No. 20.1)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. An increase in GPR above the 100-kW limit would necessitate entering into a new agreement at Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 2 interconnection agreement cover increases in GPR above one hundred kilowatts (100 kW).

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

3. The Customer shall be required to pay a non-refundable fee of \$400 for the review and processing of the application, and all fees associated with the installation of the RGS as noted in the Net Metering Service Rate Schedule.

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

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

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

6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

(Continued on Sheet No. 20.2)

7. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to HES. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to HES.
8. Prior to commencing parallel operation with HES's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to HES.
9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.
10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the HES system upon a loss of HES power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide HES with sixty (60) days advance written notice of the addition.
12. The Customer shall not energize the HES system when HES's system is deenergized. The Customer shall cease to energize the HES system during a faulted condition on the HES system and/or upon any notice from HES that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the HES system prior to automatic or non-automatic reclosing of HES' protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and HES' systems.

(Continued on Sheet No. 20.3)

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES's electric system, such that back feed from the customer-owned renewable generation system to HES' 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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

17. HES requires the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one-million dollars (\$1,000,000.00)

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

(Continued on Sheet No. 20.4)

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES'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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

- a. HES 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 HES equipment, any part of HES's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on HES' utility system due to the operation of the Customer's generation or protective equipment as determined by HES.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of HES' other electric consumers caused by the Customer's generation as determined by HES

(Continued on Sheet No. 20.5)

- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of HES.
- f. When the Customer fails to make any payments due to HES by the due date thereof.

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

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

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

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

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained.

(Continued on Sheet No. 20.6)

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' 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.

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

(Continued on Sheet No. 20.7)

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES' Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES' electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 20.8)

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

(CITY SIGNATURE BLOCK IS REQUIRED)

HES – CITY OF HOMESTEAD, A
Florida municipal corporation, acting by
and through the City's electrical utility
department, known as **HOMESTEAD**
ENERGY SERVICES (HES)

By: _____
George Gretsa, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Homestead, a Florida municipal corporation, (the "**City**") acting by and through the City's electrical utility department, known as Homestead Energy Services ("**HES**"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "**Parties**". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: _____ (the "**Premises**").

WITNESSETH

Whereas, a Tier 3 customer-owned renewable generation system ("**RGS**") is an electric generating system located at real property (Premises) owned by Customer, that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 100 kilowatts (100 kW) but not greater than 2 megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

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

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

1. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty days

(Continued on Sheet No. 21.1)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. In no case does the Tier 3 interconnection agreement cover increases in GPR about 2 megawatts (2MW).

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

3. The Customer shall be required to pay a \$1,000 non-refundable application fee , as defined in the rate schedule, for the review and processing of the application. In addition to the application fee, the Customer shall pay a \$2,000 deposit, as defined in the rate schedule, to applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, to be determined upon HES review as defined in the rate schedule. Should the actual cost of the study be greater than the deposit, the Customer shall be required to pay the additional amount. If the Actual cost is less than the deposit the difference shall be refunded to the Customer.

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

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

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

6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase

(Continued on Sheet No. 21.2)

of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

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

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

9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES' legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

(Continued on Sheet No. 21.3)

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

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES' electric system, such that back feed from the customer-owned renewable generation system to HES' 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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

17. HES requires and the Customer agrees to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00). This policy shall name the City of Homestead, acting through the City's electric utility department, Homestead Energy Services (HES) as an additional insured on Customer's general liability insurance policy. A copy of said insurance policy with the required endorsement shall be provided to HES prior to beginning parallel operations.

(Continued on Sheet No. 21.4)

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES' 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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

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

(Continued on Sheet No. 21.5)

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

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

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

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

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

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty

(Continued on Sheet No. 21.6)

(30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' 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.

(Continued on Sheet No. 21.7)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES' Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES' electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 21.8)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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

(CITY SIGNATURE BLOCK IS REQUIRED)

HES – CITY OF HOMESTEAD, A
Florida municipal corporation, acting by
and through the City’s electrical utility
department, known as HOMESTEAD
ENERGY SERVICES (HES)

By: _____
George Gretsas, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

Tier 3
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and the City of Homestead, a Florida municipal corporation, (the "**City**") acting by and through the City's electrical utility department, known as Homestead Energy Services ("**HES**"), located at 100 NE Civic Court, Homestead, FL 33030. Customer and HES shall collectively be called the "**Parties**". All references herein to HES include the City. The physical location/premise where the interconnection is taking place: _____ (the "**Premises**").

WITNESSETH

Whereas, a Tier 3 customer-owned renewable generation system ("RGS") is an electric generating system located at real property (Premises) owned by Customer, that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 100 kilowatts (100 kW) but not greater than 2 megawatts (2 MW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, HES operates an electric system serving the City of Homestead in Miami-Dade County, Florida; and

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

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

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

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

1. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify HES of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least thirty days

(Continued on Sheet No. 21.1)

Issued by: Barbara Quinones
Director Electric Utilities

Effective Date: April 18, 2012

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 HES distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC. In no case does the Tier 3 interconnection agreement cover increases in GPR about 2 megawatts (2MW).

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

3. The Customer shall be required to pay a \$1,000 non-refundable application fee , as defined in the rate schedule, for the review and processing of the application. In addition to the application fee, the Customer shall pay a \$2,000 deposit, as defined in the rate schedule, to applied toward the cost of an Interconnection Study. The Customer shall be responsible for the actual cost of the study, to be determined upon HES review as defined in the rate schedule. Should the actual cost of the study be greater than the deposit, the Customer shall be required to pay the additional amount. If the Actual cost is less than the deposit the difference shall be refunded to the Customer.

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

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

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

6. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to in any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase

(Continued on Sheet No. 21.2)

of electricity or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than HES, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

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

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

9. The Customer agrees to permit HES, 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. HES will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when HES may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide HES access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet HES' legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to HES advising HES of the date and time at which Customer intends to place the system in service, and HES shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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

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

(Continued on Sheet No. 21.3)

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

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

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to HES' electric system, such that back feed from the customer-owned renewable generation system to HES' 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 HES and capable of being locked in the open position with an HES padlock. When locked and tagged in the open position by HES, this switch will be under the control of HES.

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

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

17. HES requires, and the Customer agrees to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00). This policy shall name the City of Homestead, acting through the City's electric utility department, Homestead Energy Services (HES), as an additional insured on Customer's general liability insurance policy. A copy of said insurance policy with the required endorsement shall be provided to HES prior to beginning parallel operations.

(Continued on Sheet No. 21.4)

18. HES will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be registered by the HES-provided two-way meter. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to HES (metered to measure the energy delivered by HES to Customer, and also measure the energy delivered by Customer to HES).

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

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded, and insured contractor to design and install the generating system. The Customer agrees to provide HES 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 HES, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any HES 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. HES' 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 and 19 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages, and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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

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

(Continued on Sheet No. 21.5)

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

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

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

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

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

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without HES' prior written consent, and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to HES at least thirty

(Continued on Sheet No. 21.6)

(30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between HES and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

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 HES' tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to HES' Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and HES 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 Miami-Dade County, Florida, and HES and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

28. 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 HES' electrical distribution system.

29. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by HES, including HES' 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.

(Continued on Sheet No. 21.7)

30. HES and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, HES and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules. This Agreement shall not be amended or modified except by a writing executed by both parties.

31. Customer acknowledges that its provision of electricity to HES 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 HES pursuant to the HES' Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating HES customers, exceeds 2.5 percent (2.5%) of the aggregate customer peak demand on HES' electric system.

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

33. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered to the address provided above for each such party (as may be amended by notice from time to time), by hand, by courier (including FedEx, UPS, etc.), or by any form of U.S. Mail.

34. If any dispute arises under this Agreement or otherwise involves the enforcement of any of the terms of this Agreement, the prevailing party in said dispute, shall be entitled to reasonable attorneys' fees incurred in connection with said dispute, in the trial court level and on appeal(s).

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

(Continued on Sheet No. 21.8)

**Homestead Energy Services
City of Homestead, Florida
(Continued from Sheet No. 21.7)**

Original Sheet No. 21.8

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

(CITY SIGNATURE BLOCK IS REQUIRED)

HES – CITY OF HOMESTEAD, A
Florida municipal corporation, acting by
and through the City's electrical utility
department, known as **HOMESTEAD**
ENERGY SERVICES (HES)

By: _____
George Gretsas, City Manager

ATTEST:

By: _____
Elizabeth Sewell, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Weiss, Serota, Helfman, Cole & Bierman, P.L.
City Attorney

HOMESTEAD ELECTRIC SERVICES

Customer:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

HES Account Number: _____

CITY OF HOMESTEAD, FLORIDA

ORDINANCE NO. 2012-04-06

AN ORDINANCE OF THE CITY OF HOMESTEAD, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 28 "UTILITIES", ARTICLE VIII "ELECTRICITY", TO CREATE DIVISION 7 "NET METERING PROGRAM FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS", TO ESTABLISH A PROGRAM TO ENCOURAGE THE USE OF RENEWABLE ENERGY, SET RATE SCHEDULES AND PROVIDE TECHNICAL SPECIFICATIONS TO APPLICANTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the policy of the City of Homestead to encourage its electrical customers to use energy more efficiently and to rely on renewable resources of energy where feasible and cost effective; and

WHEREAS, the Florida Legislature has found that it is in the public interest to promote development of renewable energy resources in this state; and

WHEREAS, in accordance with Florida Statute 366.91(6), the Electric Utility for the City of Homestead is required to develop a standardized Interconnection Agreement and Net Metering Program for customer-owned renewable generation systems (RGS); and

WHEREAS, the City of Homestead has developed a Net Metering Program that includes interconnection and other agreements, and applications and rate schedules necessary to implement and administer the Net Metering Program; and

WHEREAS, the City Council previously passed Resolution R2010-03-34 in support of promotion, encouragement and expansion of renewable energy resources; and

WHEREAS, the City Council has reviewed this Ordinance at a duly noticed hearing and determined that it is consistent with the City's comprehensive plan; and

WHEREAS, the City Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA:

Section 1. Recitals Adopted. That the preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. City Code Amended. That City Code Chapter 28 "Utilities", at Article VIII "Electricity", is hereby amended by creating a new Division 7 "Net Metering Program for Customer-Owned Renewable Generation Systems" to read , as follows:

Division 7. Net Metering Program for Customer- Owned Renewal Generation Systems.

1. Generally

Sec. 28 – 421. – Intent and purpose.

It is the intent of the city, acting through the city's electric utility department, Homestead Energy Services (the "HES ") to promote, encourage and expand the use of renewable energy resources and energy conservation and efficiency measures within the HES electric service area. (See FL Statute Section 366.92(5))

Sec. 28 – 422. – Responsibility of Electric Utilities department.

- (a) It is the responsibility of HES to offer customers a standard interconnection agreement (the "SIA") for the expedited interconnection of renewable generation systems (the "RGS").
- (b) Specifications for the SIA for the RGS shall be established by HES.

Sec. 28 – 423. – System installations.

- (a) RGS installations and associated equipment (with the exception of the meter) are the responsibility of the customer that owns them.
- (b) All RGS must meet all applicable safety and performance standards established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL), including the IEEE 1547, IEEE 1547.1 and UL 1741 standards. In addition, systems must be inspected and approved by local code officials prior to interconnection to ensure compliance with applicable local codes.
 - a) External disconnect switches are required for all RGS.
 - b) Utility Interactive Inverters are required for all RGS.
 - c) The customer-owned renewable generation must have a gross power rating that does not exceed 90% of the customer's utility distribution service rating.
 - d) Total enrollment of RGS participants is not to exceed 2.5 percent (%) of the aggregate customer peak demand on HES' electric system.

Sec. 28 – 424. – Rates.

Rates for customer- owned excess renewable generation purchased by HES will reflect the average wholesale avoided cost rate per kWh for the billing cycle. Rates are provided in the schedule set out in section 28-426.

Sec. 28 – 425. – Application and Agreements.

Application and Agreements for customer can be found on the city's website on the HES page. Applications and agreements may also be requested through HES's engineering department.

2. Rate Schedules

Sec. 28 – 426. – Applicability.

This schedule is applicable to a customer who:

1. Takes retail service from HES under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 2 megawatts (2 MW), is located on the customer's premises and is primarily intended to offset part or all of customer's own electric 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;
 - Tier 3 = greater than 100 kW and less than or equal to 2 MW.
3. Is interconnected and operates in parallel with HES' electric distribution system.
4. Provides HES with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation.

Sec.28 – 427. – 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 HES will be based on the net metered usage in accordance with "Billing", Section 28- 429 (see below).

Sec. 28 – 428. Metering.

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

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

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

Sec. 28 – 429. Billing.

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

- a) Electric energy from the customer-owned renewable generation system shall first be used to serve the Customer's own load and offset the Customer's demand for HES 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 HES 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 HES during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by HES in the form of a 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 HES' electric system during the previous billing cycle. The credit from HES shall be determined in accordance to the average wholesale avoided cost rate per kWh for the billing year. Base surcharges and taxes do not apply in determining credits.
- d) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding billing period, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of no more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by HES to the customer, at HES's average wholesale avoided cost rate or average generation cost per kWh for that calendar year.
- e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid to the customer at the last known address or forwarding address by check within 180 days. Unused excess energy credits shall be paid by HES to the customer, at HES's average wholesale cost rate or average generation cost per kWh for the year.
- f) Regardless of whether any excess energy is delivered to HES' 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 HES 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 HES pursuant to this Schedule, from all participating HES customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on HES' electric system.

Sec. 28 – 430. Fees.

The customer shall be required to pay the following fees for the review and processing of the application pursuant to this Division 7, as follows. Fees may be adjusted by HES annually.

- Tier 1 - No fee
- Tier 2 - \$400
- Tier 3 - \$1000
- Tier 3 – Interconnection Study Fee – Deposit of \$2,000. Customer to pay actual cost as determined upon HES review. The actual cost will be based on staff time required and actual incurred cost, including costs incurred by HES to hire consultants. Should the actual cost of the study be greater than the deposit, the customer shall be required to pay the additional amount. If the actual cost is less than \$2,000 customer will be refunded the remaining deposit.

Sec. 28 – 431. Insurance

The customer shall be required to provide proof of general liability insurance in the amount shown below naming the City of Homestead, acting through the City's electric utility department, Homestead Energy Services, "HES" as an additional insured:

| | |
|----------|-----------------|
| Tier 1 - | \$100,000.00; |
| Tier 2 - | \$1,000,000.00; |
| Tier 3 - | \$2,000,000.00 |

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance

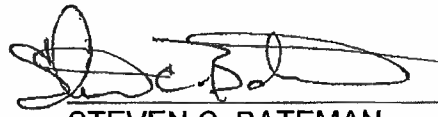
but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. That all ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this 21st day of March, 2012.

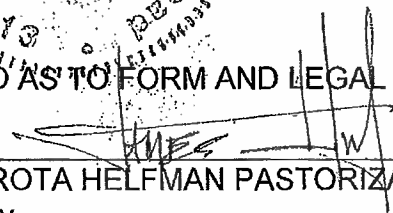
PASSED AND ADOPTED on second reading this 18th day of April, 2012.


STEVEN C. BATEMAN
Mayor

ATTEST

ELIZABETH SEWELL MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
City Attorney

Motion to adopt by Vice Mayor Burgess, seconded by Councilwoman Fairclough-McCormick.

FINAL VOTE AT ADOPTION

Mayor Steven C. Bateman
Vice Mayor Jon Burgess
Councilwoman Patricia Fairclough-McCormick
Councilman Elvis R. Maldonado
Councilman Stephen R. Shelley
Councilwoman Judy Waldman
Councilman Jimmie L. Williams, III

| |
|--------|
| YES |
| YES |
| YES |
| ABSENT |
| YES |
| ABSENT |
| YES |

*DIVISION 7. NET METERING PROGRAM FOR CUSTOMER OWNED RENEWABLE
GENERATION SYSTEMS*

Subdivision A. Generally

Sec. 28-421. Intent and purpose.

It is the intent of the city, acting through the city's electric utility department, Homestead Energy Services (the "HES") to promote, encourage and expand the use of renewable energy resources and energy conservation and efficiency measures within the HES electric service area. (See F.S. § 366.92(5))

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-422. Responsibility of electric utilities department.

- (a) It is the responsibility of HES to offer customers a standard interconnection agreement (the "SIA") for the expedited interconnection of renewable generation systems (the "RGS").
- (b) Specifications for the SIA for the RGS shall be established by HES.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-423. System installations.

- (a) RGS installations and associated equipment (with the exception of the meter) are the responsibility of the customer that owns them.
- (b) All RGS must meet all applicable safety and performance standards established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL), including the IEEE 1547, IEEE 1547.1 and UL 1741 standards. In addition, systems must be inspected and approved by local code officials prior to interconnection to ensure compliance with applicable local codes.
 - (1) External disconnect switches are required for all RGS.
 - (2) Utility interactive inverters are required for all RGS.
 - (3) The customer-owned renewable generation must have a gross power rating that does not exceed ninety (90) percent of the customer's utility distribution service rating.
 - (4) Total enrollment of RGS participants is not to exceed two and one-half (2.5) percent of the aggregate customer peak demand on HES' electric system.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-424. Rates.

Rates for customer-owned excess renewable generation purchased by HES will reflect the average wholesale avoided cost rate per kWh for the billing cycle. Rates are provided in the schedule set out in section 28-426.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-425. Application and agreements.

Application and agreements for customer can be found on the city's website on the HES page. Applications and agreements may also be requested through HES's engineering department.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Subdivision B. Rate Schedules**Sec. 28-426. Applicability.**

This schedule is applicable to a customer who:

- (1) Takes retail service from HES under an otherwise applicable rate schedule at their premises.
- (2) Owns a renewable generating system with a gross power rating that does not exceed two (2) megawatts (2 MW), is located on the customer's premises and is primarily intended to offset part or all of customer's own electric requirements. Customer's renewable generation system shall fall within one (1) of the following ranges:
 - Tier 1 = 15 kW or less;
 - Tier 2 = greater than 15 kW and less than or equal to 100 kW;
 - Tier 3 = greater than 100 kW and less than or equal to 2 MW.
- (3) Is interconnected and operates in parallel with HES' electric distribution system.
- (4) Provides HES with an executed standard interconnection agreement for customer-owned renewable generation.

(Ord. No. 2012-04-06, § 2, 4-18-12; Ord. No. 2018-10-19, § 2, 10-17-18)

Sec. 28-427. 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 HES will be based on the net metered usage in accordance with "Billing", section 28-429 (see below).

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-428. Metering.

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

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

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

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-429. Billing.

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

- (1) Electric energy from the customer-owned renewable generation system shall first be used to serve the customer's own load and offset the customer's demand for HES 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 HES system shall be deemed as "excess customer-owned renewable generation."
- (2) Customer shall be billed for the total amount of electric energy delivered to customer by HES during the billing period in accordance with the otherwise applicable rate schedule.
- (3) Excess customer-owned renewable generation shall be purchased by HES in the form of a 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 HES' electric system during the previous billing cycle. The credit from HES shall be determined in accordance to the average wholesale avoided cost rate per kWh for the billing year. Base surcharges and taxes do not apply in determining credits.
- (4) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding billing period, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of no more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by HES to the customer, at HES's average wholesale avoided cost rate or average generation cost per kWh for that calendar year.
- (5) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid to the customer at the last known address or forwarding address by check within one hundred eighty (180) days. Unused excess energy credits shall be paid by HES to the customer, at HES's average wholesale cost rate or average generation cost per kWh for the year.
- (6) Regardless of whether any excess energy is delivered to HES' 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.

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- (7) Customer acknowledges that its provision of electricity to HES 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 HES pursuant to this schedule, from all participating HES customers, exceeds two and one-half (2.5) percent of the aggregate customer peak demand on HES' electric system.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-430. Fees.

The customer shall be required to pay the following fees for the review and processing of the application pursuant to this division 7, as follows. Fees may be adjusted by HES annually.

- Tier 1 - No fee
- Tier 2 - \$400.00
- Tier 3 - \$1,000.00
- Tier 3 — Interconnection Study Fee — Deposit of two thousand dollars (\$2,000.00). Customer to pay actual cost as determined upon HES review. The actual cost will be based on staff time required and actual incurred cost, including costs incurred by HES to hire consultants. Should the actual cost of the study be greater than the deposit, the customer shall be required to pay the additional amount. If the actual cost is less than two thousand dollars (\$2,000.00) customer will be refunded the remaining deposit.

(Ord. No. 2012-04-06, § 2, 4-18-12)

Sec. 28-431. Insurance.

- (a) Tier 1—The Tier 1 customer agrees to maintain liability insurance for personal injury and property damage coverage in the amount of not less than one hundred thousand dollars (\$100,000.00), combined single limit. Proof of this insurance shall be provided to Homestead Energy Services ("HES") prior to beginning operations with HES and upon request by HES from time to time.
- (b) The Tier 2 and Tier 3 customer shall be required to provide proof of comprehensive general liability insurance for personal injury and property damage coverage, combined single limit, in the amount shown below naming the City of Homestead, acting through the city's electric utility department, Homestead Energy Services, "HES" as an additional insured:

Tier 2 - \$1,000,000.00; and

Tier 3 - \$2,000,000.00.

Proof of this insurance, and the naming of the city as additional insured, shall be provided to HES prior to beginning operations with HES and upon request by HES from time to time.

(Ord. No. 2012-04-06, § 2, 4-18-12; Ord. No. 2015-04-03, § 2, 4-22-15)