

**Utilities Commission, City of New Smyrna Beach**  
**Tier 3 Standard Net Metering Rider 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 Utilities Commission, City of New Smyrna Beach, Florida, a Florida Corporation (hereafter called "UCNSB").

**WITNESSETH**

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

**Whereas**, UCNSB operates an electric system serving the City of New Smyrna Beach and portions of surrounding Volusia County; and

**Whereas**, Customer has made a written application to UCNSB, a copy being attached hereto, to interconnect its RGS with UCNSB electrical supply system at: \_\_\_\_\_

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**Whereas**, in order to promote the development of small customer-owned renewable generation by permitting UCNSB customers to interconnect with UCNSB's electric system and to allow UCNSB customers to offset their electric consumption with customer-owned renewable generation, UCNSB, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from Customer; and

**Whereas**, UCNSB desires to provide interconnection of a RGS under conditions which will insure the safety of UCNSB customers and employees, reliability and integrity of its distribution system;

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

1. The Customer shall be required to accept service under the Interim Net Metering Rider to UC Residential and General Services Schedules with UCNSB.
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with UCNSB distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC

nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the Customer's responsibility to notify UCNSB of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made without UCNSB approval.
4. The RGS GPR must not exceed 90% of the Customer's UCNSB distribution service rating at the Customer's location.
5. The Customer shall be required to pay a non-refundable application fee of \$750 for the review and processing of the application. The Customer may also be required to pay for an Interconnection Study performed by a consultant to be hired by the UCNSB.
6. The Customer shall fully comply with UCNSB's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by UCNSB from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
  - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with electric Power System;
  - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
  - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
  - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
  - e. The manufacturer's installation, operation and maintenance instructions.
8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than UCNSB, then Customer shall be in breach of this Agreement and may be

subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to UCNSB. 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 UCNSB.
10. Prior to commencing parallel operation with UCNSB'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 UCNSB.
11. The Customer agrees to permit UCNSB, 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. UCNSB will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when UCNSB 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 UCNSB 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 UCNSB'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 UCNSB advising UCNSB of the date and time at which Customer intends to place the system in service, and UCNSB shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.
12. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the UCNSB system upon a loss of UCNSB power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by UCNSB, further design review, testing or additional equipment (as identified in any such study) may be required by UCNSB.
13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide UCNSB with sixty (60) days advance written notice of the addition.
14. The Customer shall not energize the UCNSB system when UCNSB's system is de-energized. The Customer shall cease to energize the UCNSB system during a faulted condition on the UCNSB system and/or upon any notice from UCNSB that the de-energizing of Customer's RGS' equipment is necessary. The Customer shall cease to

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

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on UCNSB'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 UCNSB's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed Customer's location and after connection with UCNSB's system has been restored.
16. UCNSB will require Customer to install, at customer's expense and subject to the approval of UCNSB, 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 UCNSB's electric system, such that back feed from the customer-owned renewable generation system to UCNSB'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 UCBSB and capable of being locked in the open position with a UCNSB padlock. When locked and tagged in the open position by UCNSB, this switch will be under the control of UCNSB.
17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by UCNSB within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to UCNSB at least thirty (30) calendar days prior to beginning parallel operations with UCNSB's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after UCNSB executes this Agreement.
18. Once UCNSB 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 UCNSB representative, UCNSB will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.
19. UCNSB requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million five hundred thousand dollars (\$2,000,000). Customer shall provide a verification of insurance to UCNSB.
20. UCNSB will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by UCNSB to Customer, and also measure the energy delivered by Customer to UCNSB. 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 UCNSB.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.
22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide UCNSB with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
23. In no event shall any statement, representation, or lack thereof, either express or implied, by UCNSB, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any UCNSB 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. UCNSB's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.
24. Notwithstanding any other provision of this Agreement, UCNSB, 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. UCNSB 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 UCNSB's electrical distribution system pursuant to this Net Metering Rider Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:
  - a. UCNSB utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
  - b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any UCNSB equipment, any part of UCNSB's electrical distribution system or Customer's generating system.
  - c. Hazardous conditions existing on UCNSB's utility system due to the operation of the Customer's generation or protective equipment as determined by UCNSB.

- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of UCNSB's other electric consumers caused by the Customer's generation as determined by UCNSB.
  - e. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of UCNSB.
  - f. When the Customer fails to make any payments due to UCNSB by the due date thereof.
25. Upon termination of services pursuant to this Agreement, UCNSB 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 UCNSB's electric supply system, notify UCNSB that the isolation is complete, and coordinate with UCNSB for return of UCNSB's lock.
26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless UCNSB, 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 UCNSB.
  - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, UCNSB's electrical distribution system, irrespective of any fault on the part of UCNSB.
  - c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

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

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without UCNSB's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to UCNSB 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 Net Metering Rider 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 Net Metering Rider Interconnection Agreement.

28. This Net Metering Rider Interconnection Agreement supersedes all previous agreements and representations either written or verbal heretofore made between UCNSB and Customer with respect to matters herein contained. This Net Metering Rider Interconnection Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.
29. This Net Metering Rider Interconnection Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and UCNSB's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Net Metering Rider Interconnection Agreement, SE/OSG, the schedule applicable to this Agreement. The Customer and UCNSB agree that any action, suit, or proceeding arising out of or relating to this Net Metering Rider Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Volusia County, Florida, and UCNSB 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 Net Metering Rider Interconnection Agreement. None of the provisions of this Net Metering Rider 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 Net Metering Rider 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 Net Metering Rider 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 Net Metering Rider Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Net Metering Rider Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of UCNSB's electrical distribution system.
30. Customer acknowledges that its provision of electricity to UCNSB 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 UCNSB pursuant to the Net Metering Rider Interconnection Agreement, SE/OSG (as filed with the Florida Public Service Commission), from all participating UCNSB customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on UCNSB's electric system.

31. This Net Metering Rider Interconnection Agreement is solely for the benefit of UCNSB 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 UCNSB 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 UCNSB and Customer and their respective representatives, successors, and assigns.
  
32. This Net Metering Rider Interconnection Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by UCNSB, including Net Metering Rider, SE/OSG, 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 Net Metering Rider Interconnection Agreement and such tariff, the tariff shall control.
  
33. UCNSB and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, UCNSB and Customer agree to supersede and replace this Agreement with a new Net Metering Rider Interconnection Agreement which complies with the amended statutes/rules.

Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by UCNSB of the sovereign immunity applicable to UCNSB as established by Florida Statutes.

IN WITNESS WHEREOF, Customer and UCNSB have executed this Net Metering Rider Interconnection Agreement the day and year first above written.

UCNSB:	CUSTOMER:
By: _____	By: _____
Title: _____	Print Name: _____
Print Name: _____	
Date: _____	
UCNSB Account Number: _____	