

**KISSIMMEE UTILITY AUTHORITY  
APPLICATION FOR INTERCONNECTION OF  
CUSTOMER-OWNED RENEWABLE  
GENERATION SYSTEMS**

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

Kissimmee Utility Authority (hereinafter “KUA”) customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with KUA’s electrical system are required to complete this application and pay any applicable fees to KUA. Additionally, customers shall complete the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement and the Tri-Party Agreement before grid connection can begin. This application and copies of all other Agreements may be downloaded from KUA’s website at: [www.kua.com](http://www.kua.com). Copies may also be obtained at the KUA Administration Building located at 1701 W. Carroll St, Kissimmee, Florida 34741. If you have specific questions, please email: [netmetering@kua.com](mailto:netmetering@kua.com) or call 407-933-9800.

**1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

KUA Customer Account Number: \_\_\_\_\_

**2. RGS Facility Information**

Facility’s Physical Location: \_\_\_\_\_

Fuel or Energy Source: \_\_\_\_\_

RGS Manufacturer: \_\_\_\_\_

Inverter Reference or Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Solar PV (if applicable)

PV Panel Model Number(s): \_\_\_\_\_

How many panels: \_\_\_\_\_ Wattage per panel: \_\_\_\_\_

Battery Storage (yes or no): \_\_\_\_\_

Other generator Information / non PV generation. (When applicable): \_\_\_\_\_

### 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 KUA’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.)

Anticipated Installation 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 \$320 for Tier 2 and \$470 for Tier 3 installations. There is no application fee for Tier 1 installations.

### 5. Interconnection Study

For Tier 3 installations, the Customer will be responsible for the actual costs of the required study. KUA will directly engage an engineering consultant with an active KUA engineering service contract to perform this study on behalf of KUA. KUA will forward a list of consultants with active KUA engineering service contracts upon Customer request. Studies performed by other engineering consultants will not be accepted. KUA will forward a consultant’s study proposal to the Customer after the project application is submitted and complete. The study proposal will include a scope of work, fee, and schedule. The Customer must deposit the complete study fee with KUA prior to commencement of the study work. Study results will be provided to the Customer. Please contact KUA Engineering for further details and a list of engineering firms that KUA recommends to help you complete the Study. If you have specific questions, please email: [engineering@kua.com](mailto:engineering@kua.com) or call 407-933-7777 ext. 6600.

### 6. Required Documentation

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

- A. Documentation demonstrating that the installation complies with:
  - 1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
  - 2. IEEE 1547.1 (2012) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
  - 3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
  - 4. PV modules must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
  - 5. Currently adopted National Electric Code, NFPA 70 and all relevant articles (or subsequent revisions), Florida Building Code, and local codes and regulations.
  
- B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with KUA’s system to ensure compliance with applicable local codes.

C. Proof of insurance in the amount of:

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

**7. Public Records Act/Chapter 119 Requirements.**

The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

**Customer**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

**Reviewed By:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# 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 Kissimmee Utility Authority (hereafter called “**KUA**”), a body politic. Customer and KUA shall collectively be called the “**Parties**”. The physical location/premise where the interconnection is taking place: \_\_\_\_\_

## WITNESSETH

**Whereas**, a 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:

### PLEASE SELECT ONE:

\_\_\_\_\_ Tier 1 - no more than 10 kilowatts (10 kW)

\_\_\_\_\_ Tier 2 - more than 10 kilowatts (10 kW but not greater than 100 kW)

\_\_\_\_\_ Tier 3 - 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**, KUA operates an electric system serving the City of Kissimmee and portions of surrounding Osceola County; and

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

**Whereas**, KUA and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract, dated as of June 28, 2002 (hereinafter the “ARP Contract”) pursuant to which KUA has agreed to purchase and receive, and FMPA has agreed to sell and supply KUA with all energy and capacity necessary to operate KUA's electric system, which limits KUA's ability to directly purchase excess energy from customer-owned renewable generation; and

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

**Whereas**, KUA desires to provide interconnection of a RGS under conditions which will insure the safety of KUA 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 enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and KUA.
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 KUA 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 1 RGS, \_\_\_\_ Tier 2 RGS, \_\_\_\_ Tier 3 RGS as defined above. It is the Customer's responsibility to notify KUA 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 does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90% of the customer's KUA distribution service rating at the Customer's location. If the GPR does exceed the 90% **limit**, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. Customer application fee described per Tier RGS:

\_\_\_\_ Tier 1 - shall not be required to pay any special fees due solely to the installation of the RGS.

\_\_\_\_ Tier 2 - shall be required to pay a non-refundable application fee of \$320 for review and processing of the application.

\_\_\_\_ Tier 3 - shall be required to pay a non-refundable application fee of \$470 for the review and processing of the application. In addition, the Customer will be responsible for the actual cost of an Interconnection Study. KUA will directly engage an engineering consultant with an active KUA engineering service contract to perform this study on behalf of KUA. KUA will forward a list of consultants with active KUA engineering service contracts upon Customer request. Studies performed by other engineering consultants will not be accepted. KUA will forward a consultant's study proposal to the Customer after the project application is submitted and complete. The study proposal will include a scope of work, fee, and schedule. The Customer must deposit the complete study fee with KUA prior to commencement of the study work. Study results will be provided to the Customer. If you have specific questions, please email: [engineering@kua.com](mailto:engineering@kua.com) or call 407-933-7777 ext. 6600.

6. The Customer shall fully comply with KUA's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by KUA from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following IEEE-1547 standards:
  - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
  - b. IEEE-1547.1 (2012) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
  - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
  - d. PV modules must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
  - e. Currently adopted National Electric Code, NFPA 70 and all relevant articles (or subsequent revisions), Florida Building Code, and local codes and regulations.
  - f. 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 KUA, 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 KUA. 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 KUA.
10. Prior to commencing parallel operation with KUA'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 KUA.
11. The Customer agrees to permit KUA, 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. KUA will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by

phone as to when KUA 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 KUA 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 KUA'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 KUA advising KUA of the date and time at which Customer intends to place the system in service, and KUA 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 KUA system upon a loss of KUA 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).
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 KUA with sixty (60) days advance written notice of the addition.
14. The Customer shall not energize the KUA system when KUA's system is de-energized. The Customer shall cease to energize the KUA system during a faulted condition on the KUA system and/or upon any notice from KUA that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the KUA system prior to automatic or non-automatic reclosing of KUA's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and KUA'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 KUA'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 KUA'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 KUA's system has been restored.

16. \_\_\_\_\_ Tier 1: KUA may require Customer to install, at KUA's expense and subject to the approval of the cost by KUA, 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 KUA's electric system, such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds KUA's cost to have the switch installed through its own means, KUA shall install the switch, and Customer shall provide reasonable accommodation to KUA for such installation.

\_\_\_\_\_ Tier 2: The Customer must install, at their 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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

\_\_\_\_\_ Tier 3: The Customer must install, at their 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 KUA's electric system such that back feed from the customer-owned renewable generation system to KUA'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 KUA and capable of being locked in the open position with a KUA padlock. When locked and tagged in the open position by KUA, this switch will be under the control of KUA.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by KUA within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to KUA at least thirty (30) calendar days prior to beginning parallel operations with KUA's electric system, subject to the requirements of:

\_\_\_\_\_ Tier 1 - Section 18 below, and within one (1) year after KUA executes this Agreement.

\_\_\_\_\_ Tier 2 - Sections 18 and 19 below, and within one (1) year after KUA executes this Agreement.



\_\_\_\_\_ Tier 3 - Sections 18 and 19 below, and within one (1) year after KUA executes this Agreement.

18. Once KUA 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 KUA representative, KUA will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. KUA strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than:

\_\_\_\_\_ Tier 1 - One hundred thousand dollars (\$100,000).

\_\_\_\_\_ Tier 2 - One million dollars (\$1,000,000). Tier 2 is a requirement.

\_\_\_\_\_ Tier 3 - Two million dollars (\$2,000,000). Tier 3 is a requirement.

20. KUA 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 KUA to Customer, and also measure the energy delivered by Customer to KUA. 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 KUA.

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 KUA 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 KUA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any KUA 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. KUA'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 miss operational use of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, KUA, 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. KUA 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 KUA's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:
- a. KUA 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 KUA equipment, any part of KUA's electrical distribution system or Customer's generating system.
  - c. Hazardous conditions existing on KUA's utility system due to the operation of the Customer's generation or protective equipment as determined by KUA.
  - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of KUA's other electric consumers caused by the Customer's generation as determined by KUA.
  - e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of KUA.
  - f. When the Customer fails to make any payments due to KUA by the due date thereof.
25. Upon termination of services pursuant to this Agreement, KUA 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 KUA's electric supply system, notify KUA that the isolation is complete, and coordinate with KUA for return of KUA's lock.
26. To the fullest extent permitted by law, and in return for adequate, separate consideration, including installation of KUA metering equipment at KUA's expense, Customer shall indemnify, defend and hold harmless KUA, 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 KUA.

- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, KUA's electrical distribution system, irrespective of any fault on the part of KUA.
- 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.

- 27. Customer shall not have the right to assign its benefits or obligations under this Agreement without KUA'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 KUA 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.
- 28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between KUA 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.
- 29. 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.
- 30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and KUA's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to Rate Schedule NM-1, the schedule applicable to this Agreement. The Customer and KUA 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 Osceola County, Florida, and KUA and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement. None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is 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 KUA's electrical distribution system.

31. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by KUA, including Rate Schedule NM-1, 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.
32. KUA 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, KUA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.
33. This Agreement is solely for the benefit of KUA 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 KUA 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 KUA and Customer and their respective representatives, successors, and assigns.
34. **Public Records Act/Chapter 119 Requirements.** The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.
35. **Sovereign Immunity.** No provision of this Agreement is intended, nor shall be construed, to be a waiver by KUA of its sovereign immunity and limitations on KUA's liability that it enjoys under Florida Statutes, Section 768.28.

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

**CUSTOMER:**

By:

\_\_\_\_\_

Print

\_\_\_\_\_

Signature

\_\_\_\_\_

KUA Account Number

**KUA:**

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Reviewed By:**

\_\_\_\_\_  
Initial      Date

\_\_\_\_\_  
Initial      Date

## Tri-Party Net Metering Power Purchase Agreement

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida, Kissimmee Utility Authority, a body politic (hereinafter "Utility"), and \_\_\_\_\_ [RGS Owner] the owner or lessee of a renewable generation system located within Utility's service territory (hereinafter "RGS Owner").

### Section 1. Recitals

1.01. Utility and Renewable Generation System (RGS) Owner have executed Utility's Standard Interconnection Agreement for RGS Customer-Owned pursuant to which Utility has agreed to permit interconnection of RGS Owner's renewable generation to Utility's electric system at \_\_\_\_\_ [address](hereinafter "Premises"), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner's renewable generation system to Utility's electric distribution system;

1.02. Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of June 28, 2002, (hereinafter the "ARP Contract") pursuant to which Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply Utility with all energy and capacity necessary to operate Utility's electric system, which limits Utility's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting Utility to allow its customers to interconnect with Utility's electric system and to allow Utility customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation interconnected to Utility's electric system.

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

## **Section 2. Interconnection**

2.01. RGS Owner shall not begin or resume parallel operations with Utility's electric distribution system until RGS Owner has executed Utility's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operations, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where ARP Participant's customer is the tenant occupying or using the Premises.

## **Section 3. Metering**

3.01 In accordance with Utility's Standard Interconnection Agreement for Customer- Owned Renewable Generation, Utility shall install metering equipment at the point of delivery at the Premises capable of recording two separate meter readings: (1) the flow of electricity from Utility to the Premises, and (2) the flow of excess electricity from the Premises to Utility. Utility shall take meter reading on the same cycle as the otherwise applicable rate schedule.

## **Section 4. Purchase of Excess Customer-Owned Renewable Generation**

4.01. Customer-owned renewable generation shall be first used to offset the demand for Utility's electricity at the Premises. All electric power and energy delivered by Utility to the Premises shall be received and paid for pursuant to the terms, conditions, and rates of the Utility's rate schedule otherwise applicable to the Premises at the time of delivery.

4.02. Excess customer-owned renewable generation shall be delivered to the Utility's electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed at the Premises and is delivered to Utility's electric distribution system. FMPA agrees to purchase and receive, and RGS Owner agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on the monthly energy consumption bill from Utility for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset energy consumption at the Premises for a period of not more than twelve (12) months.

4.04. FMPA and Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require RGS Owner to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any Utility equipment or part of the Utility electric system; or (b) if either FMPA or Utility determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

## **Section 5. Renewable Energy Credits**

5.01. RGS Owner shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to Utility's electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer owned-renewable generation and its displacement of conventional energy generation.



5.02. Any additional meter(s) installed to measure total renewable electricity generated by the RGS Owner for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the RGS Owner, unless determined otherwise during negotiations for the sale of the RGS Owner's credits to FMPA.

## **Section 6. Term and Termination**

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; or (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03 This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility and RGS Owner for the net metering of customer- owned renewable generation at the Premises.

## **Section 7. Miscellaneous Provisions**

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02. Indemnification. To the fullest extent permitted by laws and regulations, RGS Owner shall defend, indemnify, and hold harmless FMPA and Utility, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly engaged by the RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.03. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Osceola County, Florida, or the United States District Court sitting in Kissimmee, Florida, as appropriate.

7.04. Enforcement of Agreement. In the event that any party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.05. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.06. Third Party Beneficiaries. This Agreement is solely for the benefit of FMPA, Utility, and RGS Owner and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other FMPA, Utility, or RGS Owner, any right, remedy, or claim under or by reason of this Agreement or any of the provisions of 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 FMPA, Utility, and RGS Owner and their respective representatives, successors, and assigns.

7.07. Public Records Act/Chapter 119 Requirements. The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

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

**RENEWABLE GENERATION SYSTEM OWNER**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(RGS Owner KUA Account Number)

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

**KISSIMMEE UTILITY AUTHORITY**

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

Title: \_\_\_\_\_

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

**FLORIDA MUNICIPAL POWER  
AGENCY**

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

Title: \_\_\_\_\_

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

**Reviewed By:**

\_\_\_\_\_  
Initial      Date

\_\_\_\_\_  
Initial      Date

# Tri-Party Net Metering Power Purchase Agreement

## Schedule A

### I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

- a) FMPA shall pay Utility for the excess kWh energy delivered by customer-owned renewable generation to Utility's electric system. Every month, Utility shall determine the total kWh of customer-owned renewable generation that is delivered to Utility's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2<sup>nd</sup> working day of every month. FMPA will then provide a monthly payment to Utility in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

**ARP Renewable Generation Credit= Quarterly Energy Rate \* Monthly kWh of excess customer-owned renewable generation**

**Quarterly Energy Rate = 3-month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.**

- b) As part of the monthly bill adjustment, FMPA will also increase Utility's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto Utility's system has been purchased by FMPA, but will remain on Utility's system and be used by Utility to meet its other customers' electric needs. As a result, Utility's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to Utility.

### II. Payment for Unused Excess Energy Credits

- a) Monthly excess energy credits shall accumulate and be used to offset the RGS Owner's following month energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, Utility shall pay the RGS Owner for any unused excess energy credits in accordance with the Utility's Net Metering Service Rate Schedule.