

**Standard Interconnection Agreement for  
Customer-Owned Renewable Generation System  
Size \_\_\_\_\_**

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 Clewiston Utilities (hereafter called "Utility"), a municipally owned utility. Customer and Utility shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place is: \_\_\_\_\_.

**WITNESSETH**

**Whereas**, Utility, operates an electric distribution system serving the City of Clewiston and the Harlem community;

**Whereas**, Customer has made a written Application to Utility, a copy being attached hereto, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

**Whereas**, Utility desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of Utility 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:

**Section 1. Definitions**

“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 that is generated using 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.

“Gross power rating” (GPR) means the total manufacturer’s AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Utility distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

## **Section 2. Scope of Agreement**

2.01. This Agreement defines the terms and conditions under which Utility and Customer agree to interconnect Customer-Owned Renewable Generation of \_\_\_ kW or less (as described in Exhibit A) at a standard Utility primary

## **Section 3. Interconnection Application**

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to Utility a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

## **Section 4. Applicable Codes and Standards**

4.01. Prior to operating in parallel with Utility's electric system, Customer shall certify that the customer-owned renewable generation equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:

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

4.02. Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to Utility.

## **Section 5. Inspection Requirements**

5.01. Prior to commencing parallel operation with Utility's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to Utility.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with Utility's electric system, authorized Utility representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement. At least ten (10) business days prior to

initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to Utility advising Utility of the date and time at which Customer intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

5.03. Utility shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when Utility may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Utility shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet Utility's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by Utility, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any Utility inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. Utility's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

## **Section 6. Electric System Protection Requirements**

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

## **Section 7. Modifications and/or Additions to the Customer-Owned Renewable Generation System**

7.01. It is Customer's responsibility to notify Utility of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications.

7.02. If Customer adds another customer-owned renewable generation system 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 Utility with sixty (60) days written notice of the addition.

## **Section 8. Gross Power Rating**

8.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR

does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

## **Section 9. Administrative Requirements**

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

9.02. Once Utility has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Utility representative, Utility will, within ten (10) business days, send written notice that parallel operation of the customer-owned renewable generation system may commence.

## **Section 10. Customer Insurance Requirements**

10.01. Utility requires 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) for Tier 1 generators, one million dollars (\$1,000,000) for Tier 2 generators and two million dollars (\$2,000,000) for Tier 3 generators.

## **Section 11. Customer Equipment**

11.01. 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 Utility's electric system in delivering and restoring system power. 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 Utility's system has been restored.

## **Section 12. Manual Disconnect Switch**

12.01. Customer shall install 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 Utility's electric system such that back feed from the customer-owned renewable generation system to Utility's electric system cannot occur when the switch is in the open position. For Tier 1 customers this will be at the Utility's expense and subject to the approval of the cost by Utility, for Tier 2 and Tier 3 customers this will be at the Customers expense. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily

accessible to Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by Utility, this switch will be under the control of Utility. For Tier 1 customers; if the switch installation cost proposed by the Customer or the Customer's contractor exceeds Utility's cost to have the switch installed through its own means, Utility shall install the switch, and Customer shall provide reasonable accommodation to Utility for such installation.

12.02. Utility may open the switch, isolating the customer-owned renewable generation system, without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, Utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by Utility as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- Utility electric system emergencies or maintenance requirements.
- Hazardous conditions existing on Utility's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by Utility.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by the RGS as determined by Utility.

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

### **Section 13. Metering Equipment**

13.01. Utility 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by Utility to Customer, and also measure energy delivered by Customer to Utility. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

### **Section 14. Indemnification**

14.01. Customer agrees to indemnify, defend and hold harmless Utility, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which Utility, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement.

## **Section 15. Assignment**

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

## **Section 16. Lease Agreements and Retail Purchase of Electricity**

16.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance or an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide Utility a copy of the lease agreement for any leased interconnection or generation equipment. 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 Utility, 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.

## **Section 17. Entire Agreement**

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

## **Section 18. Governing Law & Tariff**

18.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and Utility's Tariff as it may be modified, changed, or amended from time to time.

18.02. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including the applicable 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.

18.03. Utility 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, Utility and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

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

**UTILITY**

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

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

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

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Customer Account Number)

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