



**CITY OF
MOUNT
DORA**

**Electric Utility Department
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539**

ELECTRIC UTILITY DEPARTMENT

CUSTOMER-OWNED RENEWABLE GENERATION INFORMATION PACKAGE

OCTOBER 2019

City of Mount Dora

Customer-owned Renewable Generation Information Package

Customers who install renewable energy generation systems (RGS) on their homes or businesses, such as solar photovoltaic (PV) systems, can interconnect with the City's distribution system and receive a billing credit for the solar energy they do not use. The RGS program is offered to meet the City's renewable energy and conservation goals listed below:

- Explore options to increase the City of Mount Dora's reliance on renewable energy resources to meet its power supply needs, including encouraging its wholesale power provider to increase their renewable energy portfolio, as well as examining alternative renewable power supply options, to the extent they are reliable and cost effective.
- Continue to promote renewable energy, energy conservation and energy efficiency by providing customers with information, guidance, tools and support in their renewable energy development, energy efficiency and conservation efforts.
- Continue to identify methods to enhance energy efficiency in City of Mount Dora facilities and operations and for customers by participating in joint-action initiatives offered by the Florida Municipal Power Agency (FMPA) and the Florida Municipal Electric Association (FMEA).
- Continue to pursue state and federal grant opportunities to fund City programs to promote renewable energy, energy conservation, and energy efficiency.

Connecting Renewable Generation to the City's Electric System

Customers wanting to install a renewable energy generation system must make application to the City, sign the appropriate agreements, provide technical information about the facility, and obtain the necessary building permits. The City will consider RGS applications on a first requested, first accepted basis subject to a system limitation of 5% of the City's total peak demand of its electric system or approximately 1,000 kW. This limit will accommodate over 200 installations of customer-owned RGS systems with a typical rating of 5 kW. Below is the step-by-step process for connecting RGS facilities to the City's electric system:

1. *Fill out the Application for Interconnection* – The attached application form provides information regarding the customer, the facility location, technical details regarding the RGS, and the system rating. The completed Application must be turned in to the Electric Utility Department, located at 900 North Donnelly Street.
2. *Execute a Standard Interconnection Agreement* – Customer-owned RGS must fit within the following rating tiers:

TIER 1 – The RGS has a rating of 10 kW or less

TIER 2 – The RGS has a rating greater than 10 kW but less than 100 kW

City of Mount Dora

Customer-owned Renewable Generation Information Package

There are separate interconnection agreements for TIER 1 and TIER 2 systems, each having very similar provisions. The attached agreements address technical requirements of the renewable generation systems, operational issues, inspections, metering equipment, indemnification, insurance requirements, and rate tariffs. The customer must execute the applicable Interconnection Agreement and turn it in to the Electric Utility Department.

3. *Supply Required Documentation* – The customer must provide the Electric Utility Department with technical documentation that demonstrates that the RGS installation complies with IEEE, UL, and National Electric Code (NEC) standards. Larger TIER 2 customers must provide proof of general liability insurance. The Electric Utility Department will approve the installation of the proposed RGS installation only after confirming that it will not cause any technical, operational, or safety issues on the electric distribution system.
4. *Pay an Application Fee* – Customers wanting to install the larger TIER 2 system must pay a \$240 application fee. There is no charge for smaller TIER 1 systems.
5. *Obtain Building Permit* – After Steps 1 through 4 have been completed, the customer must obtain the necessary building permits for the installation of the RGS system. Electric customers within the City limits must contact the Building Department, while customers outside the City must contact Lake County building officials. The customer must provide documentation to the Electric Utility Department that the facility has been inspected and approved by local code officials. RGS installations must comply with the National Electric Code (NEC) and the City's *Rules and Procedures for Electric Service*, which is attached.

Net Metering and Billing

After the customer's installation has been inspected by the appropriate building official, the City's Electric Utility Department will install a special "bi-directional" electric meter at the facility. The meter will record the net energy delivered to the customer from the City during the month offset by the energy (if any) delivered from the customer to the City's electric grid.

The customer will be billed under the *Rate Schedule NM – Net Metering*, which works in conjunction with the standard rate schedule applicable to customer's facility. Under net metering, the customer's energy consumption will be reduced by the output of the renewable energy generation, thus reducing the customer's electric bill. If the customer's renewable energy generation system produced more energy than the customer consumed in a given month, the City would apply a dollar energy credit on that month's bill. A copy of *Rate Schedule NM – Net Metering* is included in this package.

Questions regarding the application process should be directed to the Electric Utility Department, located at 900 North Donnelly Street, or by calling (352) 735-7151.

**CITY OF MOUNT DORA
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

Circle One:

TIER 1 - 10 kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

City of Mount Dora customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with City of Mount Dora’s electrical system are required to complete this application. When the completed application and fees are returned to the City of Mount Dora, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at City Hall, 510 North Baker Street, or may be downloaded from the City’s web site www.cityofmounddora.com.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____

RGS Manufacturer: _____

Manufacturer’s Address: _____

Reference or Model Number: _____

Serial Number: _____

(Continued on Sheet No. 14.501)

(Continued from Sheet No. 14.5)

3. Facility Rating Information

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

Fuel or Energy Source: _____

Anticipated In-Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is \$240 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Mount Dora 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.

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 the City of Mount Dora system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount of shown below naming the City of Mount Dora as an additional insured:

- Tier 1 – Not required (recommended amount is \$100,000).
Tier 2 - \$1,000,000.00

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 Mount Dora, Florida (hereinafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:_____.

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location indentified above; and

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

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City 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. 15.001)

(Continued from Sheet No. 15.0)

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. An Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).
2. The RGS GPR must not exceed 90% of the City's 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.
3. The Customer is not required to pay an application fee for the review and processing of the application.
4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City 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.

(Continued on Sheet No. 15.002)

(Continued from Sheet No. 15.001)

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 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 the City, 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 the City. 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 the City.

8. Prior to commencing parallel operation with the City'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 the City.

9. The Customer agrees to permit the City, 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. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City 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 the City 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 the City'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 the City advising the City of the date and time at which Customer intends to place the system in service, and the City 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 City system upon a loss of the City 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 must be approved by the Occupational Safety & Health Administration (OSHA).

(Continued on Sheet No. 15.003)

(Continued from Sheet No. 15.002)

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 the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City'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 the City'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 the City'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. In the event the City elects to install a manual disconnect switch, it shall be at the City's expense. The City-installed manual disconnect switch will be 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 the City's electric system, such that back feed from the customer-owned renewable generation system to the City'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 Customer shall insure that such disconnect switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

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

(Continued on Sheet No. 15.004)

(Continued from Sheet No. 15.003)

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

17. The City recommends 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) and name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. . The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. 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 the City.

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 the City 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 the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City 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. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, 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.

(Continued on Sheet No. 15.005)

(Continued from Sheet No. 15.004)

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

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch (if installed) 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 the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock (if manual disconnect switch is installed).

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, 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 the City.

(Continued on Sheet No. 15.006)

(Continued from Sheet No. 15.005)

- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
- 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 the City'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 the City 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 the City 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 the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City 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 Lake County, Florida, and the City 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.

(Continued on Sheet No. 15.007)

(Continued from Sheet No. 15.006)

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 the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

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

30. Customer acknowledges that its provision of electricity to the City 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 the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system.

(Continued on Sheet No. 15.008)

(Continued from Sheet 15.007)

31. This Agreement is solely for the benefit of the City 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 the City 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 the City 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 the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

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

City:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City 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 Mount Dora, Florida (hereafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:_____.

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system (RGS) is an electric generating system located at customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location indentified above; and

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

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City 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. 15.501)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 15.5)

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City 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. In no case does the Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).
2. The RGS GPR must not exceed 90% of the City's 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.
3. The Customer shall be required to pay a non-refundable application fee as noted in the Net Metering Rate Schedule for the review and processing of the application.
4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City 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.

(Continued on Sheet No. 15.502)

(Continued from Sheet No. 15.501)

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 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 the City, 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 the City. 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 the City.

8. Prior to commencing parallel operation with the City'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 the City.

9. The Customer agrees to permit the City, 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. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City 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 the City 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 the City'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 the City advising the City of the date and time at which Customer intends to place the system in service, and the City 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 City system upon a loss of the City 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 must be approved by the Occupational Safety & Health Administration (OSHA).

(Continued on Sheet No. 15.503)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 15.502)

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 the City with sixty (60) days advance written notice of the addition.

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

13. 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 the City'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 the City'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 the City's electric system, such that back feed from the customer-owned renewable generation system to the City'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 the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

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

(Continued on Sheet No. 15.504)

(Continued from Sheet No. 15.503)

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

17. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000.00). Customer shall name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. 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 the City.

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 the City 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 the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City 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. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, 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.

(Continued on Sheet No. 15.505)

(Continued from Sheet No. 15.504)

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

23. Upon termination of services pursuant to this Agreement, the City 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 the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, 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 the City.

(Continued on Sheet No. 15.506)

(Continued from Sheet No. 15.505)

- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
- 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 the City'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 the City 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 the City 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 the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City 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 Lake County, Florida, and the City 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.

(Continued on Sheet No. 15.507)

(Continued for Sheet No. 15.506)

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 the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

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

30. Customer acknowledges that its provision of electricity to the City 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 the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system for the previous year.

(Continued on Sheet No. 15.508)

(Continued from Sheet No. 15.507)

31. This Agreement is solely for the benefit of the City 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 the City 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 the City 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 the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

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

City:
By: _____

Title: _____

Date: _____

Customer:
By: _____
(Print Name)

(Signature)

Date: _____

City Account Number:



**CITY OF
MOUNT
DORA**

**Public Works and Utilities
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539**

E-mail: publicworks@cityofmoundora.com

ELECTRIC UTILITY DEPARTMENT

RULES AND PROCEDURES FOR ELECTRIC SERVICE

OCTOBER 2019

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

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City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

1. INTRODUCTION

- a) These rules and procedures are for establishing electric service to a new premise or upgrading electric service to an existing premise within the City's electric service territory.
- b) For a new premise, the customer should first verify that the premise is located within the electric service territory of the City. In general, the City's electric territory extends east and north of Lake Dora, bounded by the Orange County line to the south, U. S. 441 to the east and north, and Eudora Road to the west. The actual boundaries are irregular and some territory south of U.S 441 between Donnelly and Eudora is not served by the City. The City does not provide electric service to any locations east or north of U. S. 441. Customers can contact the Electric Division to verify whether the new premise is located within the electric service territory of the City.
- c) If the new premise is located in the service territories of Duke Energy or SECO, the customer must contact those utilities for information regarding how to establish electric service. The Electric Division has no involvement with establishing new electric services outside the City's service territory.
- d) Contact Information for the Electric Utility Director:

Steven G. Langley, Electric Utility Director
Phone: (352) 735-7155, Ex 1815
Email: langleys@cityofmoundora.com

or

Sterling Bagwell, Line Crew Supervisor
Phone: (352) 516-4506
Email: bagwells@cityofmoundora.com

- e) Contact Information for the City Building Department (for electrical permits):

Building Department
Phone: (352) 735-7115, Ex 1706

2. GENERAL

- a) AVAILABILITY AND LOCATION OF SERVICE
 - i) The Electric Division will provide information concerning the availability of service for a desired premise location.
 - ii) In order to insure that the service connection can be made promptly and that the City's equipment has adequate capacity to provide satisfactory service to the customer, there must be close cooperation between the customer and the Electric

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

- Division. The customer or owner should make an initial contact with the Electric Division as far in advance as possible.
- iii) Before construction is started, the customer must:
- (1) Submit appropriate electrical load information for the premise so the Electric Division can determine the size, type, and voltage for the electric service. Electrical load information should include the anticipated demands or amp loading for the premise following the methods outlined in Article 220 of the National Electric Code.
 - (2) Submit a site plan showing the location of the premise on the property.
 - (3) Meet with the Electric Division to review the site plan to determine the locations for the meter enclosure and other equipment and the route(s) for the service lines and primary lines (if applicable). In addition, this initial meeting will help clarify the load requirements and the characteristics of the proposed electrical service.
- iv) It is imperative that the Electric Division and the customer be in agreement on the planned locations of all service-related equipment before construction is started. The City has final authority to determine the locations of services-related equipment, including meters, risers, pedestals, pull boxes, CT cabinets, transformers, etc.
- v) During construction, the customer must coordinate closely with the Electric Division to facilitate work scheduling and installation of service-related equipment by the City.
- vi) **THE CUSTOMER OR ITS CONTRACTOR ARE PROHIBITED FROM REMOVING THE SEAL FROM ANY ELECTRIC METER ENCLOSURE OR REMOVING / INSTALLING ANY ELECTRIC METER. VIOLATIONS OF THIS POLICY MAY INCUR A TAMPERING FEE OF \$250 OR OTHER PENALTIES.**
- vii) Customer must provide forty-eight hour advance notice to the Electric Division for connecting new services and setting new meters.
- viii) Customers must contact the Customer Service Department to make the necessary deposits and connection charges to set up a new utility account for the premise.
- b) **TYPE AND CHARACTER OF SERVICE**
- i) **IT IS ESSENTIAL THAT THE CUSTOMER CONSULT WITH THE ELECTRIC DIVISION REGARDING THE TYPE OF SERVICE THAT CAN BE FURNISHED AT A PARTICULAR LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF EQUIPMENT OR INSTALLATION OF WIRING.**
 - ii) Service is provided with alternating current at a normal frequency of sixty (60) hertz (cycles per second).
 - iii) The voltage and/or number of phases which shall be supplied shall depend on the type, size and location of the load, and existing City electric facilities.
 - (1) Voltage – Standard voltages are 120/240, 120/208 and 277/480. Only one of these sets of voltages is normally available at any given location.
 - (2) Phase – Single phase, 3 wire service or three phase, 4 wire service shall be provided according to the following:
 - (a) Customers located in predominately residential areas shall normally be provided with 120/240 volt, single phase, 3 wire service.

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

- (b) In multi-occupancy buildings or complexes served by 120/208 volt, three phase facilities, normal service to individual occupancies shall be 120/208 volt, single phase, 3 wire.
 - (c) Commercial/industrial customers located in commercial/industrial areas shall be provided three phase service only if it is currently available at the location, if the load level requires three phase service, or if “special” three phase loads are involved as determined by the Electric Division.
 - (d) If total three phase demand at a premise is 25 kW or less, the normal service voltage shall be 120/240 volt, three phase, 4 wire.
- iv) The manner in which single phase load is connected by the applicant is critical with three phase service. On 120/208 volt or 277/480 volt “wye” three phase services, all single phase loads should be split evenly among the three phases. On 120/240 volt “delta” three phase services, all single phase loads (both 120 volt and 240 volt) shall be connected only to the 120 volt-to-ground legs. **NO SINGLE PHASE LOAD, EITHER 120 VOLT OR 240 VOLT, SHALL BE CONNECTED TO THE “HIGH-LEG”.** Connections made otherwise may result in overload or single phase condition with the possibility of damage to the customer’s three phase equipment.
- c) INSPECTION
- i) The customer’s wiring and electrical equipment shall be installed in accordance with the adopted edition of the National Electric Code (NEC) under an electrical permit issued by the City or Lake County, as applicable.
 - ii) The Electric Division will not connect electric service or set the meter until all customer’s wiring installations have been inspected and approved by either the City Building Department or Lake County, as applicable.
 - iii) A customer with a premise located outside the city limits must notify the Electric Division when Lake County has approved the electrical installation.
 - iv) The Electric Division shall make an inspection of the customer’s service entrance facilities only to check for compliance with the City’s requirements outlined in these rules and procedures. If the facilities are not in compliance with these requirements, the Electric Division may refuse to connect the service. A reasonable effort will be made to advise the customer of any changes required by the Electric Division.
 - v) The Electric Division may refuse service to any new or altered installation, or disconnect service to any existing installation, which upon inspection, the Electric Division considers unsafe. The Electric Division may disconnect a service that shows physical evidence of tampering, hazardous conditions, or electricity diversion as provided under State Statutes, City Ordinances and Resolutions, City Rules and Procedures, or the Florida Public Service Commission. The City shall not be responsible in any way for any defect in the customer’s wiring or damage resulting from such defects.

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

d) ALTERATIONS AND ADDITIONS

- i) SERVICE CONNECTIONS, CITY-OWNED METERS OR METERING EQUIPMENT SHALL NOT BE REMOVED OR RELOCATED EXCEPT BY ELECTRIC DIVISION EMPLOYEES. VIOLATIONS OF THIS POLICY MAY INCUR A TAMPERING FEE OF \$250 OR OTHER PENALTIES.
- ii) Connection to the customer's premise is made with facilities designed to properly supply adequate electric service for the customer's operation, using information provided by the customer when initial service is established. Therefore, no additions of major load, or alterations to the customer's installation should be made without first notifying the Electric Division and obtaining an electrical permit. Failure to provide such notification may affect the quality and reliability of the customer's own service and also that of other customers supplied from the same facilities.
- iii) An application for changes or upgrades in the electric service provided by the City shall be made by the customer in the same manner as application for new service.
- iv) When a customer requests a change in the existing service characteristics, the requirements outlined in Section 2.b) (TYPE AND CHARACTER OF SERVICE) shall apply.
- v) When alternations require the relocation of service drops, meters or metering equipment, the customer shall make appropriate advance arrangements with the Electric Division and obtain an electrical permit to accomplish such relocation. When alterations have been satisfactorily completed by the customer and the necessary inspection approvals obtained, the Electric Division shall make the connections to provide service.

e) RIGHTS AND RESPONSIBILITIES

- i) The City shall have the right to enter the premises of the Customer at all reasonable hours for the purpose of making inspections of the customer's installation as may be necessary for the proper application of the City rate schedules and procedures; for installing, removing, testing or replacing its facilities or property; for reading meters; and for the entire removal of the City's property in the event of termination of service to the customer for any reason.
- ii) The customer shall be held responsible for breaking the meter seals, tampering or interfering with the City's meter(s), or other equipment installed on the customer's premises. No one except authorized employees/agents of the City shall be allowed to make any repairs or adjustments to any meter or other apparatus belonging to the City.
- iii) Fence and easement access:
 - (1) Fences may be constructed along the property lines of the lot. Damage to City-owned utilities, such as water, electric and sewer, during fence installation shall be repaired immediately at the expense of the property owner.
 - (2) The City may enter the easement area without prior notice to make any repairs and maintenance it deems necessary and shall not be responsible for any damage to the fence in the easement area.

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

- (3) If a permanent removal of a section of any fence constructed on an easement is requested by the City, the fence must be removed from the property by the owner within the time specified by the City.
- iv) The City may deny utility service to anyone until such time as he has paid any outstanding utility bills owned by him to the City at any service address.
- f) TAMPERING, DAMAGE, DIVERSION
- i) *Tampering, damaging City electrical system* - It shall be unlawful for any unauthorized person to tamper with, molest or damage any portion of the electrical system of the City, whether on public or private property, included, but not limited to, tampering with wires, meters, conduits, or bridging any fuse block or switch or fusing any conductor or any electrical meter or any part thereof. The first violation of this section shall be punished by the addition of a penalty of \$250.00, plus the cost of repair, to the user's monthly electric bill. Any subsequent violation by a user of the City's electrical system or any violation by a non-user of the system shall be punishable pursuant to Section 1.050 of the Mount Dora Code and/or Section 812.14, Florida Statutes.
- ii) *Diverting flow of electricity through meter* - It shall be unlawful for any person to tamper with, adjust, disconnect, join or sever any electric meter, fuse, breaker box, switch, electrical wire or line to divert the flow of electric current through such electric meter or system in any manner whatsoever.
- iii) *Exemptions for electricians under building electrical permit* – Paragraphs 2.f) i) and 2.f) ii) shall not apply to any electrician doing work under a building electrical permit from the City, unless the electrician shall be diverting the flow of electricity around the respective meters.

3. SERVICES

- a) GENERAL INFORMATION
- i) There is established within the City a policy that service lines shall be installed underground, except where the City determines that soil conditions or other compelling conditions make underground installations impracticable.
- ii) Normally, there shall be only one service voltage available at a location and only one point of delivery for each building.
- iii) All service entrance facilities, including meter enclosures, shall be located in an exposed or readily accessible area.
- iv) Where a group of customers are served from a service raceway, the covers to the raceway and/or pull boxes shall be provided with a means of sealing by the Electric Division.
- v) Grounding
- (1) All services shall have a grounded neutral.
- (2) Grounds shall be established as required by the NEC, local requirements of the building inspector, and the City. All grounds should have a maximum resistance of 25 ohms.

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

- (3) For single phase and three phase self-contained meter enclosures, the City Electric Division requires that the grounding electrode conductor be connected to the neutral conductor lug inside the meter enclosure, except in special situations as determined by the NEC, the building inspector, and the City Electric Division.
- vi) Conductor Marking
 - (1) All neutral conductors shall be clearly marked with a white marker at the point of delivery and at the meter location or CT cabinet
 - (2) The “208 volt to ground phase” (high leg – right hand side, c position) of each 120/240 volts, three phase, 4 wire service shall be clearly marked with an orange marker at the point of delivery and at the meter location or CT cabinet.
 - (3) Phase conductors other than the “high leg” phase shall be clearly marked with color markers at the point of delivery and at the meter location if more than one conductor per phase is used. **COLORS USED FOR THIS PURPOSE SHALL BE AT THE OPTION OF THE ELECTRICIAN BUT SHALL BE THE SAME COLOR FOR EACH CONDUCTOR OF THE SAME PHASE.**
- vii) Customer shall provide a disconnect switch for any customer-owned streetlights that are directly connected to City facilities.

b) TEMPORARY SERVICE

- i) The customer should contact the Electric Division to determine how and where temporary service will be supplied under an electrical permit. Installations requiring special service, meters or other work shall be made at the expense of the customer.
- ii) Temporary installation of the service entrance, other wiring, and meters shall be made and inspected in the same manner as permanent installation.
- iii) Temporary service for construction purposes may be either overhead or underground, depending on available service.
- iv) Customers must contact the Customer Service Department to make the necessary deposits and connection charges to set up a new utility account for temporary service.

4. **METERING INSTALLATIONS**

a) GENERAL INFORMATION

- i) The Electric Division shall furnish and connect all meters, instrument and voltage transformers, instrument metering cabinets, and meter control wiring necessary to complete the meter installation.
- ii) The customer shall furnish and install the necessary meter enclosure cabinet for single phase and three phase self-contained meters.
- iii) For proper selection of metering equipment, it is the customer’s responsibility to furnish the Electric Division specific information such as type of service (OH or UG), service voltage(s), main line switch amperes, maximum demand amperes, and the number and size of customer service entrance conductors.
- iv) Separate electric utility meters are required for separate places of residence or business. Exceptions will be considered by the city after study by the electric utility manager.

City of Mount Dora – Electric Utility Department

Rules and Procedures for Electric Service

- v) On installations involving more than one meter on a single building, each meter enclosure shall be correctly identified on the outside front by an aluminum or plastic plate with minimum dimensions of 3/4 “ high, 1 1/2 “ wide, and 1/16 “ thick, with letters a minimum of 1/4 “ high engraved or stamped to indicate the apartment number, office suite, lot number, etc. The plate shall be riveted to front of the meter enclosure. Glued plates shall not be used.
- vi) The inside of each meter enclosure shall be correctly identified with a plate as described above, or with permanent marker.
- vii) The location of meters is an important consideration to both the City and the customer. The Electric Division shall always be consulted regarding meter locations and will endeavor to select a location suitable to both parties.
- viii) When outside meters are installed, customers must keep the space in front of the meters clear of shrubbery. Locations to be used for hookup of incoming service lines must be clear of trees and other obstructions. If a building is changed so that the meter is enclosed, the meter must be moved outside at the customer’s expense. Outside disconnects may be left to the discretion of the city building inspector, except when the meter is mounted on a pole: in such cases, a disconnect is mandatory.

5. ELECTRIC DISTRIBUTION SYSTEM COSTS

a) COST RESPONSIBILITIES

- i) There is established within the city a utility line policy that new utility lines of all kinds shall be installed underground, except power transmission lines and primary distribution feeder lines and in situations where the city engineer or the electric utility manager determines that soil conditions or other compelling conditions make underground installations impracticable.
- ii) The owner of any property within the City shall be responsible for extending electric service to that property prior to a certificate of occupancy being issued.
- iii) The City shall decide, in its sole and absolute discretion, based on the plans and specifications submitted by the property owner, the minimum necessary electric service for the property. In addition, the City shall decide, in its sole and absolute discretion, whether the service to be provided to the property shall be underground or overhead service.
- iv) When the property to be served is one single family residential unit, one duplex unit, or one triplex unit, only, the owner of the property shall be responsible for the installation of the service line from the distribution system to the structure. The owner shall not be responsible for any cost of the distribution line in this instance.
- v) When the property to be served is a subdivision, a multi-family building of four or more units, or a commercial use, the owner shall be responsible for the cost of the electric distribution system and service lines necessary to serve the property. If an electric distribution system does not exist which can serve the property, the owner shall be responsible for the entire cost of the installation of the electric distribution system, which costs may include undergrounding. If an electric distribution system already exists but cannot serve the property adequately, the owner of the property

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shall be responsible for any upgrades to the system which are necessary but not a conversion from overhead to undergrounding unless requested by the owner. If an electric distribution system already exists which can serve the property adequately, the owner shall not be responsible for changes to the distribution system.

- vi) Based on the submitted site plan and load requirements, the Electric Division will prepare an invoice showing the costs for materials, labor, and equipment to provide the new electric service. For subdivisions, one invoice will be prepared for common electrical facilities such as primary distribution lines and transformers. Each residence in a subdivision will have a separate invoice for the electrical service to that premise. Customers (or owners) must pay an invoice in full before the Electric Division performs any work.

b) CONNECTION CHARGES

(1) Charges for Setting up Utility Accounts

- (a) Temporary - \$75.00.
- (b) Permanent single phase - \$125.00.
- (c) Permanent three phase up to 200 amperes - \$250.00.
- (d) Permanent three phase over 200 amperes - \$450.00.

(2) Charges for Installing Electric Service

- (a) Overhead service drop of 200 amperes or less of less than 100 feet - \$250.00.
- (b) All other overhead service drops – Actual cost.
- (c) Underground service – Actual cost.
- (d) Private Area Lights:
 - (i) Install Light on existing pole - \$75.00.
 - (ii) Install light and new wood pole - \$320.00.
- (e) Changeover – Charges for substitution of one type service for another type service shall be determined by subtracting from the new service connection fee the market value of the materials salvaged from the initial service.

RATE SCHEDULE NM
NET METERING SERVICE

The City of Mount Dora shall charge and collect for net metering service on the following bases of availability, application, monthly rate, metering, and billing.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to a customer who:

1. Takes retail service from the City of Mount Dora under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises and is primarily intended to offset part or all of customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
 - Tier 1 = 10 kW or less;
 - Tier 2 = greater than 10 kW and less than or equal to 100 kW;
3. Is interconnected and operates in parallel with the City of Mount Dora's electric distribution system;
4. Provides the City of Mount Dora 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 the City of Mount Dora will be based on the net metered usage in accordance with Billing (see below).

(Continued on Sheet No. 9.501)

(Continued from Sheet No. 9.5)

METERING

Metering equipment shall be installed by the City of Mount Dora capable of measuring the difference between the electricity supplied to the customer and the electricity generated by the customer and delivered to the City of Mount Dora's electric grid. Such metering equipment shall be installed at the point of delivery at the expense of the City of Mount Dora.

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 credits to the City of Mount Dora.

BILLING:

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

1. Customer shall be billed for the electric energy used by the customer that is in excess of the electric energy supplied by the customer-owned renewable generation during the billing period in accordance with the otherwise applicable rate schedule.
2. In the event that customer's supply of excess energy to the City of Mount Dora exceeds its usage of electric energy from the City of Mount Dora during a billing period, the excess energy will be reflected as a credit on the customer's bill for the same billing period in accordance with the otherwise applicable rate schedule. Any credit balance on the customer's bill shall be carried over and applied to the next month's bill.
3. In the event that a customer closes an account and has a credit balance due to excess energy pursuant to paragraph 2 above, the City of Mount Dora will pay the customer by sending a check to the last address or forwarding address within 30 days.

(Continued on Sheet No. 9.502)

(Continued from Sheet No. 9.501)

4. Regardless of whether any excess energy is delivered to the City of Mount Dora's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
5. Customer acknowledges that its provision of electricity to the City of Mount Dora 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 the City of Mount Dora pursuant to this Schedule, from all participating the City of Mount Dora customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City of Mount Dora's electric system for the previous year.

FEES:

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

- Tier 1 – None
- Tier 2 – \$240