

City of Tallahassee

Your Own UtilitiesSM

Solar Net Metering Agreement (Commercial Service)

This Agreement is made and entered into this _____ day of _____, 20____, by and between, the City of Tallahassee, Florida, a Florida municipal corporation (“City”) and _____ (“Owner”), whose address is _____ (the “Service Location”).

1. Definitions:

- A. “Application” shall mean the Application for PV Systems up to 100 KW_{ac} Commercial attached to this Agreement.
- B. “City System” shall mean the City’s electric utility.
- C. “Codes and Standards” shall mean the version of applicable codes and the following standards for PV Systems in effect at the time of installation of the PV System at the Service Location: Underwriters Laboratory Subject 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems; Underwriters Laboratories Subject 1703, Standard for Safety, Flat-Plate Photovoltaic Modules and Panels; IEEE 929-2000, Recommended Practice for Utility Interface of Photovoltaic Systems; IEEE Standard 1262-1995, IEEE Recommended Practice for Utility Interface of Photovoltaic Systems; and the National Electric Code (“NEC”). In the event of a conflict between applicable building codes and any other standard set forth above, the applicable building codes will take precedence.
- D. “Excess Energy” shall mean any energy produced by the PV System that exceeds the energy usage for the Service Location.
- E. “Commercial” shall mean General Service Non-Demand, General Service Demand, and General Service Large Demand
- F. “Inverter” shall mean a static, non-rotating device that converts dc energy from the PV System to ac energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding. Only static inverter(s) may be used in the PV System. Rotating devices shall not be used in the PV System.
- G. “Net Meter” shall mean a meter, installed by the City, which measures the flow of electricity between City Electric and the Service Location.
- H. “Owner” shall mean the Owner of the Service Location and all renters, lessees, and assigns for Commercial service.
- I. “PV System” shall mean the solar electric generator installed, or to be installed, at the Service Location having an array rating of up to 100 KW_{ac} interconnected directly or indirectly to the Owner’s main panel box.

2. Representations:

- A. City owns and operates an electric utility that provides retail electric service to the Service Location.
- B. City promotes and supports the use of photovoltaic systems within the City’s electric service area.
- C. Owner is the owner of the Service Location.
- D. Owner has made application to install the PV System by submitting an Application for PV Systems up to 100 KW_{ac} Commercial. Such Application has been approved, is attached to this Agreement, and is incorporated into this Agreement by this reference.

- E. At the time of installation, all applicable permits and approvals for the installation of the PV System were obtained and the PV System complies with all Codes and Standards.
- F. City, subject to the conditions set forth in this Agreement, will permit interconnection of the PV System with the City System provided Owner and the PV System are in strict compliance with the terms set forth in this Agreement.

3. Termination:

- A. City reserves the right to terminate this Agreement for any reason, provided the City gives Owner written notice of such termination, in accordance with the Application, at least 30 calendar days prior to the termination date.
- B. Failure by Owner to comply with any term or violation by Owner of any condition of this Agreement shall allow, but not require, the City to immediately terminate this Agreement.
- C. Owner reserves the right to terminate this Agreement for any reason, provided Owner gives written notice of such termination to City at least 30 calendar days prior to the termination date, and Owner physically removes the connection of the PV System to the City System such that there is no means for the PV System to produce energy that would flow to the City System.
- D. This Agreement will terminate upon modification or alteration of the PV System, and a new Solar Net Metering Agreement between Owner and City will be required.

4. Notices:

- A. Owner agrees to immediately notify City, in writing and in accordance with the Application, if the Owner sells the Service Location, rents or leases the Service Location to another person, performs or allows to be performed any modifications or alterations to the PV System, or performs maintenance on the PV System that may have an impact on the City System and if any changes are made to the Owner contact information set forth in the Application.
- B. In the event the Service Location is sold, leased, or rented, Owner, prior to closing on the sale or execution of a lease or rental agreement, shall advise the purchaser, lessee, or renter that the Service Location, and provision of electric service to the Service Location, are subject to this Solar Net Metering Agreement. Owner also will include in each lease and rental agreement relating to the Service Location, a provision advising the lessee or renter that electric service to the Service Location is provided subject to this Agreement and requiring the lessee or renter to comply with the terms and conditions of this Agreement.
- C. All notices given pursuant to this Agreement will be in writing and sent by: registered mail, hand delivery, e-mail, recognized overnight courier, or facsimile transmission. Notices to Owner will be sent to the applicable address or number set forth in the Application. Notices to the City will be sent to the following: General Manager – Electric, 2602 Jackson Bluff Road, Tallahassee, FL 32304.
- D. The City, at its sole discretion, may record a notice of this Agreement in the Public Records of Leon County, Florida.

5. **Assignment:** Owner, subject to consent by the City, may assign this Agreement to a purchaser of the Service Location. Such approval by the City will not be withheld, provided that the

assignee has fulfilled all obligations to be a retail customer at the Service Location, the PV System and the Service Location are in compliance with this Agreement, and the Owner and assignee execute an assignment agreement acceptable to the City.

6. Inspection and Approval:

- A. A single-line electrical diagram and a site plan for the proposed PV system detailing the location of the external disconnect shall be submitted to the City Electric Utility for review.
- B. Prior to operation of the PV System, Owner shall ensure that all building inspections and approvals have been obtained.
- C. Prior to operation of the PV System, the City will have the right to review the PV System installation to verify compliance with the provisions of this Agreement.

7. City Right to Refuse Power: The City reserves the right to refuse to accept electric power from the PV System, and to disconnect the PV System from the City System as a result of: City emergencies and/or maintenance requirements; hazardous conditions existing on, or as the result of, the PV System; adverse impacts of the PV System on the City System; failure of the PV System to comply with the terms and conditions of this Agreement; or any regulation, rules, orders, or decisions of any governmental or regulatory entity having jurisdiction over the City System. The City will make reasonable efforts to notify the Owner when such conditions exist or are anticipated and, in the event the PV System is disconnected from the City System, to reconnect the PV System after the conditions giving rise to disconnection no longer exist.

8. Physical Isolation Requirements. The City requires the ability to physically isolate the PV System from the City's System. The Owner has two options to meet this requirement and the option selected will be noted in the Application.

- A. **Secondary Voltage:** Installation of a manual, lockable, load break utility interface disconnect switch. The load break device shall be (1) located adjacent to, and on the same wall as, service location meter; (2) both visible and accessible to City employees; (3) labeled as per the current version of the NEC, as adopted by the State of Florida; and (4) approved by the City. Owner hereby grants to the City, its employees and contractors, a right of entry and access to the Service Location and the PV System, including rights of ingress and egress across the Service Location, to review the PV System for compliance with this Agreement.
- B. **Primary Voltage:** Installation of a lockable primary 12.4 kV load break utility interface disconnect switch, in a location acceptable to both the Owner and the City. The switch would be installed by the City at the Owner's expense

9. Testing of Protective Relays. City reserves the right to test the anti-islanding features and the power output quality of the inverter at any reasonable time.

10. Insurance, Indemnification, and Liability.

- A. The Owner shall provide proof of, and will maintain at all times, a general liability insurance policy for personal and property damage in the amount of at least \$100,000.
- B. Owner shall indemnify, defend, and hold harmless the City, its employees, agents, successors, assigns, subsidiaries and affiliates, from and against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the PV System.
- C. Owner is responsible for protecting the PV System from damage resulting or arising from the normal conditions and operations of the City System in delivering and restoring system power, including operation of the manual disconnect

described in Section 8 above. City shall not be liable for any damages to the Owner's equipment, and Owner hereby waives any past, present, or future claims it may have for such damage.

11. Load Balancing: Single-phase connections with the City are permitted at power levels up to 15 kW_{ac}. For power levels exceeding 15 kW_{ac}, a three-phase balanced interconnection will be required, unless otherwise agreed, in writing, by the City.

12. Net Metering Arrangements:

- A. Subsequent to execution of this Agreement and based on the characteristics of the load served, the City may elect to install a Net Meter at the Service Location.
- B. Any Excess Energy shall be credited to the Service Location utility account based on the applicable rate as provided in the City's Commercial Tariff approved by the Florida Public Service Commission.
- C. If the kilowatt hours of energy produced by the PV System exceed the kilowatt hour consumption at the Service Location for any billing period, a credit for the net kWh delivered to the City System shall be carried forward to the next billing cycle. Credits may accumulate and be carried forward for a rolling 12-month period. The rolling 12-month period is defined as ending in the current billing cycle and starting with the billing cycle that began in the preceding month of the prior year. In no event shall the Owner be paid for excess energy delivered to the City System at the end of the 12 month moving period.
- D. The City will retain ownership of any applicable Renewable Energy Credits associated with the energy output of the PV System.
- E. The City reserves the right, at its sole option and expense, to install an additional meter to measure the energy supplied from the PV System.
- F. The City shall charge for electricity delivered to the Service Location in excess of the generation supplied by the PV System at the City's applicable Commercial Tariff. Regardless of whether excess energy is delivered to the City System, the Owner shall pay all charges associated with the applicable Commercial Tariff, including any applicable Customer Charge.

13. Venue: This Agreement shall be exclusively governed by and interpreted in accordance with the laws of Florida. Venue shall be in Leon County Florida.

BY OWNER:
Signature:
Printed Name:
Date:

BY CITY OF TALLAHASSEE:
Signature:
Printed Name:
Date:

**CITY OF TALLAHASSEE
APPLICATION FOR PV SYSTEMS UP TO 100 KW_{ac}
COMMERCIAL**

A. OWNER INFORMATION			
Name:		Phone:	
Service Address:			
Mailing Address (if different):			
E-Mail:		Account No:	
Permit Jurisdiction <input type="checkbox"/> City of Tallahassee		<input type="checkbox"/> Leon County	
Electric Utility Review and Approval <input type="checkbox"/> Date:		Net Meter Required Yes <input type="checkbox"/> NO <input type="checkbox"/>	
B. PV System Information			
System Name/Model/FSEC Cert#			
Array DC Power at SOC (watts)		Array AC Power at SOC (watts)	
Array Manufacturer/Model/Quantity			
Inverter Manufacturer/Model/Quantity			
Batteries (if applicable)			
Array Location			
Inverter Location			
Physical Isolation Method		<input type="checkbox"/> Primary Voltage Manual Disconnect	<input type="checkbox"/> Secondary Voltage Manual Disconnect
C. Installation Contractor Information			
Name:		FL License No:	
Address:			
Phone:		Installation Date:	
D. Hardware and Installation Compliance			
<p>1. The system hardware is in compliance with Underwriters Laboratories (UL) <i>Standard 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems</i> and <i>UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels</i>, and <i>IEEE 1262-1995, IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules</i>.</p>			
<p>2. The system will be installed in compliance with <i>IEEE 929, Recommended Practice for Utility Interface of Photovoltaic Systems</i> and the <i>National Electrical Code (NEC)</i>.</p>			
Contractor Signature:			Date:
Printed Name:			
COMMENTS:			