Commercial Solar Service Agreement (CSSA)
Customer-Sited Solar Systems

This Agreement is made and entered into by and between the Orlando Utilities Commission ("OUC" or "Company"), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32802, and _____ ("Customer"), whose electric service address is _____, (the "Service Address"), and is effective as of the date last signed below.

1. **REPRESENTATIONS**. The signatories hereto individually and collectively make the following representations:
   a) They are individually authorized and competent to sign this Agreement and that they have read the Agreement and agree to be bound by its terms.
   b) Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.
   c) The solar system(s) for consideration under this agreement is/are:
      ❑ Solar Photovoltaic System
      Size: _____ KW (DC capacity)
      ❑ Solar Thermal Water Heating System
      Size: _____ Sq. Ft. (Collector)
   d) OUC shall provide customer with a one-time solar thermal meter credit of two-hundred-fifty dollars ($250) to offset the cost of installing each BTU meter.

2. **PURCHASE AND SALE.** On the terms and subject to the conditions set forth in this Agreement, the Customer agrees to sell and OUC agrees to purchase from Customer all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The Agreement may also be terminated if the customer moves out of the premise and therefore closes the account with OUC.

4. **PURCHASE PRICE**. The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Solar Photovoltaic Credit Program Rider and/or Solar Thermal Credit Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.

5. **TERMS AND CONDITIONS**

a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.

b) The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.

c) For Solar Photovoltaic (PV) Systems:

c1. The Customer must receive electric power from OUC.

c2. The Customer must provide OUC with a copy of the electrical one-line diagram for the PV system.

c3. The Gross Power Rating of the PV system shall not exceed two (2) megawatts as defined in Appendix A (F.A.C. 25-6.065).

c4. The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC's interconnection requirements.

c5. If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the customer's energy consumption as shown on the next billing cycle as set forth in the Company's Net Metering for Customer Owned Renewable Generation tariff or other tariffs on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer's PV system.

c6. If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC's distribution system; however, the Customer shall not be billed based on the Solar Photovoltaic Rider, but on an otherwise applicable tariff rate.

d) For Solar Thermal Water Heating Systems:

d1. Solar thermal water heating systems must be used for potable or process water heating.

d2. Solar pool water heating systems are excluded under this agreement.

d3. The OUC standard BTU meter size is ¾". Immediately notify OUC of thermal systems requiring larger BTU meters for special orders and allow additional delivery time.

e) OUC shall purchase and own all Environmental Attributes produced by the solar system(s), and the Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement. Upon the customer request to terminate this agreement under section 3, OUC shall have the right of first refusal with respect to any and all bona fide offers to purchase Environmental Attributes and agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by Customer of a bona fide offer.

f) This Agreement is assignable by Customer to any subsequent purchaser of the Service Address, pursuant to section 5(o) below.

g) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.

h) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).

i) Customer shall indemnify, defend, and hold OUC, its employees, agents, successors, assigns, subsidiaries and affiliates harmless 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 Solar system or any component equipment of the system.

j) This Agreement and the terms contained in the Agreement shall be binding and enforceable against the parties for as long as the Agreement remains in effect.

k) If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, parties specifically agree to be responsible for their own attorney's fees and costs, whether incurred at trial or on appeal unless awarded as part of any settlement or judgment. Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.

l) The parties agree that a cause of action for breach of any provision of this Agreement shall not accrue with regard to statutory time limitations until the non-breaching party actually discovers the breach.

m) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.

n) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.

o) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, and shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Customer is released from any and all future liability under this Agreement upon its assignment.

p) By executing this Agreement, Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer under this Agreement to other Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of Environmental Attributes for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and to meet the reporting requirements of FPSC Rule 25-6.065.

q) Customer acknowledges that as a Municipal Utility, OUC is required to provide public information on the location and size of the solar system(s) to both public and private entities upon written request unless the solar customer is otherwise exempt.

r) OUC will own, read, and maintain the solar system(s) meter(s).

s) Customer hereby grants to OUC, it's employees, agents, and contractors a non-exclusive license of free access to all areas where solar system meter(s) are installed for any purpose necessary or appropriate to allow OUC to exercise any rights secured to or performance of any obligations imposed by this Agreement.

IN WITNESS WHEREOF, Customer and OUC executed this Agreement which is effective on the date last signed below.

CUSTOMER CORPORATION:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By:_____

Name:_____

Title:_____

By: _____

Name: _____

Title:_____

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.
By _____ . He is personally known to me or has produced _____
as identification.

(Notarial Seal)

_____
Notary Public, State of Florida

Print Name: _____

ORLANDO UTILITIES COMMISSION:

_____ _____

By: Elizabeth M. Mason
Title: Assistant Secretary

By: Kenneth P. Ksionek
Title: General Manager and CEO

Date: _____

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by KENNETH P. KSIONEK, as General Manager & CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

Form of Execution of the foregoing
Agreement is hereby approved:

By: _____ _____
Attorney for OUC Date

Exhibit A Interconnection Application and Compliance Form
For *Photovoltaic* Systems Up to 2 MW

A. APPLICANT INFORMATION

*Company Name: _____ *OUC Account No.: _____

*Mailing Address: _____

*City, State & Zip: _____

Street Address (if different from above): _____

City, State & Zip: _____ *Contact Name: _____

*Daytime Phone: _____ Fax: _____ Email: _____

B. PHOTOVOLTAIC INFORMATION

*System Name/Model: _____

*Array DC Power at STC (Watts) _____ *FSEC Design Review Approval No.: _____

List Manufacturer/Model No. for:

*Modules: _____ *Inverter: _____ Batteries (if applicable): _____

*System Location: _____ *Inverter Location: _____

*AC Disconnect Location: _____

C. INSTALLATION CONTRACTOR INFORMATION

*Installation Contractor Name: _____ *FL License No.: _____

*Address: _____

*City, State & Zip: _____

*Daytime Phone: _____ Fax: _____ *Email: _____

Proposed Installation Date: _____

D. HARDWARE AND INSTALLATION COMPLIANCE

1. The system hardware is in compliance with Underwriters Laboratories (UL) Standard 1741-2005, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems and UL 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.
2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems the currently adopted National Electrical Code (NEC), and local building codes. As installed, the system meets the technical requirements of the OUC Interconnection Requirements.
3. All manufacturers' warranties are in effect, and the system installation has been permitted and passed inspection.

*Signed (Contractor): _____ *Date: _____

*Name (Print): _____ *Company: _____ *Permit No. _____

E. OWNER ACKNOWLEDGEMENT

I have been given system warranty information, and an operation manual. I have read and agree to comply with OUC's Interconnection Requirements attached herein as Appendix A. Also, I have been instructed in the operation of the system.

*Signed (Owner): _____ *Date: _____

F. UTILITY APPROVAL

1. Satisfies OUC Interconnection Requirements

OUC Representative Name (Print): _____

OUC Representative Signature: _____ Date: _____

2. Satisfies Code Requirements

Inspector Name (Print): _____ Date: _____

Inspector Signature: _____ Date: _____

* All areas designated with an * are required. The application will automatically be returned if incomplete.

Appendix A Interconnection Requirements
For All Renewable Generation Systems Up to 2 MW

A. Definitions

1. "Customer-owned renewable generation system" (RGS) means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third-party.
   a. Tier 1 is a system with a rating of 10 kW or less.

   b. Tier 2 is a system with a rating of greater than 10 kW and less than or equal to 100 kW.

   c. Tier 3 is a system with a rating of greater than 100 kW and less than or equal to 2 MW.

2. "Renewable energy", as defined in Section 377.803, Florida Statutes, means electrical, mechanical, or thermal energy produced from a method 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.

3. Photovoltaic (PV) system is a solar electric generator. The array rating is under standard operating conditions (SOC) of 1000 watts/m2 solar irradiance, nominal operating cell temperature, air mass 1.5, and ASTM standard solar spectrum.

4. Inverter, also referred to as a power conditioner, is a DC to AC device that converts PV energy to AC energy for utility interconnection. The inverter contains many control functions, such as voltage and frequency monitoring and protection against islanding.

5. "Gross Power Rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generating 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 .85 in order to account for losses during the conversion from DC to AC.

B. Standards and Codes

1. Inverters, PV Modules and Panels
   a. Inverter(s) must be listed and in compliance with Underwriters Laboratories (UL) Subject 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of the UL 1741 standard will be, by definition, "non-islanding" inverters and will comply with the IEEE 1547-2003 interconnection standard.

   b. Multiple inverter units. For multiple inverter units, verification that the photovoltaic system ceases to energize within 0.16 seconds (per IEEE 1547-2003), upon loss of sensed voltage, is required. This is verified with on-site testing.

c. PV modules must be listed and be in compliance with Underwriters Laboratories (UL) Standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels.

d. PV modules must be in compliance with IEEE Recommended Practice for Qualification of Photovoltaic (PV) Modules.

2. System Installation. Customer certifies that the RGS installed shall be in compliance with the following standards:

   a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems

   b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

   c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources

   d. Currently adopted National Electric Code, all relevant articles (or subsequent revisions) and local building codes

3. GPR

   a. The GPR shall not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.

   b. It is the Customer's responsibility to notify OUC of any change to the GPR by submitting a new Interconnection Application and Compliance Form specifying the modifications at least 30 days prior to making the modifications.

4. OUC Inspection and Approval.

   a. Customer shall have the installed RGS inspected and approved by the appropriate local code authorities having jurisdiction. OUC reserves the right to require the Customer to provide proof of this inspection and approval.

   b. Prior to operation, OUC reserves the right to inspect the RGS installation to ensure compliance with the standards and codes noted in the previous sections. If OUC chooses to exercise this option, it agrees to inspect and, if the system is in compliance, provide written approval of the interconnection (using the Interconnection Application and Compliance Form) within ten working days following the request for inspection and approval. Parallel operation of the RGS with the grid shall not begin without the approval of OUC. The customer must notify OUC of any modifications at least 30 days prior to making the modifications.

5. Islanding. The Customer shall not energize OUC's system when it is de-energized. The Customer shall cease to energize OUC's system during a faulted condition on OUC's system. The Customer shall cease to energize OUC's system prior to the automatic or non-automatic reclosing of OUC's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OUC's systems.

6. Extreme Conditions. OUC reserves the right to refuse to accept electric power from the PV system under extreme conditions as described below. If OUC chooses to exercise this option, which may involve physically disconnecting from the PV system, it agrees to notify the Customer when such conditions exist or are anticipated, and to reconnect when the adverse conditions no longer exist. Examples of conditions that may lead to disconnection include:

    a. OUC system emergencies and/or maintenance requirements,

    b. Hazardous conditions existing on the RGS or its protective equipment,

    c. Adverse effects of the RGS operation on other OUC customers, or

    d. Failure of the RGS complying with regulations, rules, orders or decisions of any government or regulatory authority having jurisdiction over the generating equipment or operation.

7. External Disconnect Switch.

    a. For Tier 1 RGS OUC recommends, but does not require, an isolation device (manual disconnect switch). However, without an isolation device, (should there be a need to isolate the RGS) OUC will remove the meter, resulting in loss of utility distribution service.

    b. For Tier 2 and Tier 3 RGS, OUC reserves the right to require an isolation device per IEEE 1547-2003. The isolation device shall be a lockable manual disconnect switch of the visible load break type that is both visible to and accessible by OUC personnel. The isolation device shall be located separate from, but adjacent to, the meter base.

8. Testing of Protective Relays. OUC reserves the right to review periodic test reports as required per IEEE 1547-2003.

9. Insurance.

    a. Tier 1 RGS, OUC recommends that the Customer maintain an appropriate level of general liability insurance for personal injury and property damage.

    b. Tier 2 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than one million dollars ($1,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance. For residential customers with systems between 10 kW and 20 kW, OUC recommends that the customer maintains an appropriate level of general liability insurance for personal injury and property damage.

    c. Tier 3 RGS. The Customer shall maintain general liability insurance for personal injury and property damage for not less than two million dollars ($2,000,000). The Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance.

10. RGS Equipment Protection. It is the responsibility of the Customer to protect its generating equipment, inverters, protection devices, and other system components from damage by the normal conditions and operations that occur on the part of OUC in delivering and restoring system power. The customer is also responsible for ensuring that its RGS equipment is inspected, maintained and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

11. Isolation Transformer. RGS greater than 20 kW must be interconnected to OUC's system through an isolation transformer (other than RGS owner, no other OUC customer is to be served from this transformer).

12. Transfer Trip and Reclose Blocking. For Tier 2 and Tier 3 RGS where the aggregate generation capacity exceeds 50% of the peak load on any automatic reclosing device, OUC requires transfer trip and reclose-blocking on automatic reclosing devices.

13. System Study. RGS greater than 100 kW may require a system study. Additional protective devices may be required, as specified in the OUC "Guide for Producer-Owned Generating Interconnections".