

**STANDARD INTERCONNECTION AGREEMENT
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEM**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and _____, a City of Lake Worth Beach Electric Utility Customer (“Customer”). The City and Customer shall collectively be called the “Parties”. The physical location/premises where the interconnection is taking place: _____.

RECITALS

WHEREAS, the City owns and operates an electric system serving the City’s municipal boundaries and portions of the surrounding un-incorporated Palm Beach County and portions of the Village of Palm Springs;

WHEREAS, the Customer, who is a current customer of the City’s electric utility, has submitted an application to the City for participation in the City’s Net Metering Program and to interconnect the Customer’s System with the City’s electric system at the location identified above;

WHEREAS, in order to allow the development of Systems to interconnect with the City’s electric system, the City desires to approve the Customer’s application and authorize the interconnection of the Customer’s System under such terms and conditions which will insure the safety of City’s customers and employees and the reliability and integrity of the City’s electric system; and,

WHEREAS, the purpose of this Agreement is to set forth those certain terms and conditions for the interconnection of the Customer’s System with the City’s electric system under the Net Metering Program.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Customer agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: DEFINITIONS. As used in this Agreement, the following terms have the provided meaning:

Applicable Laws means the terms and conditions of the City’s Net Metering Program, the City’s Net Metering Rules and Regulations and related resolutions and/or ordinances and all applicable city, county state and federal laws, regulations and codes, as may be amended from time to time.

Customer means a customer of the City’s electric utility taking bundled (non-interruptible) service.

Grandfathered Systems means Customers with Systems participating in the City’s Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019).

Gross Power Rating or “GPR” means the total manufacturer’s AC nameplate generating capacity of the Customer’s System that will be interconnected to and operate in parallel with the City’s electric system. 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.

Net Metering Program means the City's program established annually by City resolution which includes the applicable rates for participants in the program, as may be amended from time to time.

Net Metering Rules and Regulations means the rules and regulations established by the City to govern the City's Net Metering Program and include those rules and regulations established by the City Commission and/or any policies established by the City's Electric Utility which implement or interpret the rules and regulations established by the City Commission, as may be amended from time to time.

Renewable Energy, as defined in Section 377.803, Florida Statutes, means 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.

System means as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with Renewable Energy. The term System does not preclude the Customer from contracting for the purchase, lease, operation, or maintenance of the on-site System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

SECTION 3: APPROVAL OF SYSTEM AND GRANDFATHERED SYSTEMS.

A. The City shall conduct a review of Customer's application and supporting documentation, and if appropriate will approve the Customer's System based on the Customer's Application and supporting documentation. The Customer's Application and supporting documentation are incorporated into this Agreement by reference and form the basis for the City's approval of the Customer's System and the City's consideration for entering this Agreement and authorizing the interconnection to the City's electric system. If it is later determined that the Customer's Application and supporting documentation contained incorrect or misleading information, the City reserves the right to terminate this Agreement as stated herein and remove the Customer from participation in the City's Net Metering Program.

B. All Customers with Grandfathered Systems shall be required to sign this Agreement prior to placing the System in service and are subject to all terms and conditions in this Agreement and Applicable Laws except where specifically stated otherwise. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their Grandfathered System to the City for formal documentation of their System's annual production and GPR; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation and/or system modifications based upon a reasonable concern regarding the safety of the Customer's System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's System.

SECTION 4: CITY'S DISCLAIMERS.

A. The City's Net Metering Program and all associated electric utility rates are governed by the City of Lake Worth Beach City Commission. The City's Net Metering Program and the associated electric utility rates including, without limitation, the Net Metering rates and rate(s) to be paid for the delivery of excess energy from the Customer's System, are not permanent and will change as determined by the City Commission in its sole discretion. By entering this Agreement, the Customer acknowledges and agrees that this Agreement does not establish or create any rights in the Customer to the continuation of the City's Net Metering Program or the stability of any associated electric utility rates.

B. By approving the Customer's application, this Agreement to interconnect to the City's electric system and allowing a Customer to participate in the City's Net Metering Program, neither the City nor its officials, employees or agents make any specific promises regarding the City's electric system, its

reliability, availability or ability to interconnect with the Customer's System. THE CITY AUTHORIZES THE CUSTOMER'S SYSTEM TO INTERCONNECT WITH THE CITY'S ELECTRIC SYSTEM "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C.

SECTION 5: INTERCONNECTION REQUIREMENTS AND PROHIBITIONS.

A. The GPR for the Customer's System must not exceed 90% of the City's distribution service rating at the Customer's location. If it is discovered that a System has a GPR that does exceed the 90% limit, the City in its sole discretion may terminate this Agreement, or require the Customer to pay all costs of upgrading the City's distribution facilities to accommodate the GPR capacity and/or to ensure the 90% threshold is not breached in the future.

B. The Customer and the Customer's System shall fully comply with all Applicable Laws as those may be amended or revised from time to time.

C. The Customer is not precluded from contracting for the lease, operation or maintenance of the Customer's System with a third party. Such lease may not provide terms or conditions that provide for any payments or other compensation under the lease for the purchase of energy produced by the Customer's System. 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's System. Notwithstanding these restrictions, 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 termination from the City's Net Metering Program and/or be subject to fines/penalties through the City's code compliance process.

D. By signing this Agreement the Customer certifies that its System's installation, operation and its maintenance shall be in compliance with the following standards:

- i. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- ii. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- iii. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*;
- iv. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
- v. The manufacturer's installation, operation and maintenance instructions.

E. Prior to commencing parallel operation with the City's electric system, Customer shall have the Customer's System inspected and approved by the appropriate code authorities having jurisdiction (i.e., City of Lake Worth Beach, Palm Beach County or the Village of Palm Springs). For Customers using the Village of Palm Springs or Palm Beach County for their inspections, the Customers shall submit a copy of their building plans to the City in an electronic format.

F. At least thirty (30) days prior to initially placing the Customer's System in service, the 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. The City shall have the right to have personnel present on or before the in-service date in order to ensure compliance with the requirements of this Agreement and install any necessary net metering equipment. The Customer shall provide the City with full access to the Customer's System. The City will provide the Customer with a fully signed copy of this Agreement which is the City's

authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program. This provision shall not apply to Grandfathered Systems unless a change in ownership occurs.

G. The Customer agrees to permit the City (if requested by the City) to inspect the Customer's System and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the Customer's System goes into service and to witness the initial testing of the Customer's System, 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.

H. Customer certifies that the Customer's System includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City's electric system upon a loss of 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. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

I. If Customer adds another system to its approved System which (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with thirty (30) days advance written notice of the addition prior to installation and submit a new application, all required documentation and a newly executed Interconnection Agreement for the combined Systems. The City must approve the combined System before it may interconnect with the City's electric system. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

J. The Customer shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. The Customer shall cease to energize the City's electric system during a faulted condition on the City's electric system and/or upon any notice from the City that the de-energizing of Customer's System is necessary. The Customer shall cease to energize the City's electric 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 System and the City's electric system.

K. 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 System, including, without limitation, all components and related accessories of its 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's System and all equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection and testing should occur after large storms have traversed Customer's location and after connection with the City's system has been restored. Unless due to a default, breach or other issue related to the City's electric system, the City will not inspect, maintain or advise the Customer on the maintenance, testing or operation of the Customer's System.

L. The Customer has installed and is required to maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the System and any Customer

wiring connected to the City's electric system, such that back feed from the 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. If the Customer does not have a manual disconnect switch or it is in a state of disrepair, the City will remove the Customer's meter in the event the City needs to visibly isolate the Customer's System, which will result in the loss of electric service. This provision does not apply to Grandfathered Systems unless a disconnect switch was originally installed with the System. However, the City reserves the right to require the Customer to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System.

M. For Systems with a GPR of less than 10 kW, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For Grandfathered Systems with an existing and permitted GPR of 10kW or more, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000). For Systems with an GPR of 10kW or more, the City requires the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000).

N. The Customer will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy for the Customer's System. The Customer's service connection to the City will be metered to measure the energy delivered by the City to Customer, and also measure the energy delivered by Customer to the City. 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.

O. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the Customer's System.

P. 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 Customer's System. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation upon receipt. 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.

Q. 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 Customer's System shall not be construed as confirming or endorsing the System design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's System. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Customer equipment or procedure. Further, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related to or arising from the operation or mis-operation of its System.

R. Notwithstanding any other provision of this Agreement, the City, at its sole and absolute discretion, may isolate the Customer's System from the City's electric system by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The Customer's 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 System is operating at reduced capacity or is disconnected from the City's electric system pursuant to this Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- i. City electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City or other third party equipment, any part of the City's system or Customer's System.
- iii. Hazardous conditions existing on the City's utility system(s) due to the operation of the Customer's System as determined by the City.
- iv. Adverse electrical effects (such as power quality problems) on the City's electric system or other electric consumers caused by the Customer's System as determined by the City.
- v. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of the City.
- vi. When the Customer fails to make any payments due to the City by the due date thereof.

S. Upon termination of 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 ten (10) working days following the termination, the Customer shall permanently isolate the Customer's System from the City's electric system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. For Grandfathered Systems, if a disconnect switch does not exist, the City will remove the Customer's meter and electric service will be discontinued until the City is assured the Customer's System is no longer interconnected to the City's electric system.

T. 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 Customer's System or Customer's account, Customer shall provide written notice to the City at least thirty (30) days' prior to the change in ownership or the account. The new owner shall not be permitted to participate in the City's Net Metering Program or interconnect with the City's system until the new owner applies to participate in the Net Metering Program and a new interconnection agreement is executed by the new owner and the City. The City reserves the right to inspect the Customer's System prior to any new owner assuming ownership and require any necessary repairs, testing and/or maintenance by the new owner to ensure the System is in compliance with Applicable Laws.

U. The City and Customer recognize that the Applicable Laws, including any rules which directly addressing the subject of this Agreement, may be amended from time to time. In the event that such Applicable Laws are amended that affect the terms and conditions of this Agreement, the City and the Customer agree to supersede and replace this Agreement with a new agreement which complies with the amended Applicable Laws.

V. The Customer must execute this Agreement and submit the same to the City with its application to be a participant in the City's Net Metering Program. If the Customer's application is denied or revoked, this Agreement will be null and void. For Grandfathered Systems, the application is required in order to formally document the size and GPR of the system.

SECTION 6: TERM AND TERMINATION.

A. Term and Termination: This Agreement shall continue in effect from year to year until the Customer gives thirty (30) days' written notice of its intent to terminate this Agreement unless earlier terminated by the City as set forth herein.

B. Termination for Customer's Breach or Default: The City may terminate the Customer's participation in the City's Net Metering Program and terminate this Agreement in the event that the Customer engages in any act or makes any omission constituting a breach or default of any term or condition of this Agreement and/or the Applicable Laws. The City shall provide the Customer with written notice specifying the nature of the breach and the Customer shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then the Customer's participation in the City's Net Metering Program and this Agreement shall terminate at the end of the five (5) day period without further notice or demand. The City reserves the right in the event of a threat to the City's electric system or other life safety issues created or related to the Customer's System, to shorten the notice period set forth above and/or to take immediate action with regards to the Customer's System. Any and all expenses related to or arising from the termination of the Customer's participation in the City's Net Metering Program and this Agreement under this provision shall be the Customer's sole responsibility and shall be included on the Customer's next utility bill. If not timely paid to the City within the timeframe set forth in the Customer's utility bill, the City may disconnect electric service until such time as all expenses are paid (including any and all related late fees and disconnect charges). The City will have a lien on the Customer's property for all unpaid amounts pursuant to the City's code of ordinances and applicable law.

C. Termination for Lack of Appropriations: The parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the City's Net Metering Program and this Agreement are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated with the City's Net Metering Program in any fiscal year of the City. Notwithstanding anything in the City's Net Metering Program or this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's Net Metering Program and/or obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's Net Metering Program and/or obligations hereunder in any fiscal period, then the City will notify the Customer of such occurrence and either the City or the Customer may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall any amounts then due to the Customer under the City's Net Metering Program through the date of termination.

D. Net Metering Program Termination: The City reserves the right in its sole discretion to terminate this Agreement upon providing at least sixty (60) days' notice to the Customer in the event the City terminates the City's Net Metering Program or makes material changes to the City's Net Metering Program which require the execution of new interconnection agreements by all customers.

SECTION 7: INDEMNIFICATION.

A. 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 its officials, officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees (at all trial and appellate levels) of any type, losses, damages, expenses, and liabilities, related to, arising from, or in any way connected with any or all of the following:

- i. The design, construction, installation, inspection, maintenance, testing or operation of Customer' System used in connection with this Agreement.
- ii. The interconnection of Customer's System with, and delivery of energy from the System to, the City's electrical system.

- iii. The performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of Customer's officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.
- iv. Customer, its officers, agents, contractor (and any subcontractor or material supplier thereof) and employees breach or default under this Agreement.

Customer's obligations under this section shall not require the Customer to indemnify, defend or hold the harmless the City for the City's own negligence.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City, nor shall this Agreement be construed as consent by the City to be sued. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the City.

SECTION 8: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 9: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. The parties shall attempt to amicably resolve all claims arising out of or related to this Agreement or its breach. If the parties are able to amicably resolve a claim themselves, the claim shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action related to or arising from this Agreement will be held in Palm Beach County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding the foregoing, the City reserves the right to immediately seek court action to enjoin any breach or default by the Customer arising from or related to Customer's System and/or this Agreement.

SECTION 10: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 11: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

with copy to:

City of Lake Worth Beach Electric Utility
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461

and if sent to the Customer, shall be sent to the Customer's utility billing address.

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 13: ENTIRETY OF AGREEMENT. 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electric system.

SECTION 14: WAIVER. None of the provisions of this 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 breaches or defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future breach or default or breaches or defaults.

SECTION 15: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with other customers and individuals or firms to interconnect with the City's electric system.

SECTION 16: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 17: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 18: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 19: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Customer should review Palm Beach County ordinance number 2011-009 to be aware of its rights and/or obligations under such ordinance.

SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement incorporates by reference the Applicable Laws and the Customer's Application and supporting documents. To the extent of any conflict between this Agreement and the remaining documents incorporated herein, the Applicable Laws shall control with this Agreement next taking precedence.

SECTION 21: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and to bind and obligate such party with respect to all provisions contained in this

Agreement.

SECTION 22: NO THIRD PARTY BENEFICIARIES. 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.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Standard Interconnection Agreement as of the day and year set forth below for the City's execution.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____

Date: _____

Print Name: _____

Print Title: _____

CUSTOMER:

For Individual Owner(s):

Signature: _____

Location of System: _____

Print Name: _____

Signature: _____

Print Name: _____

For Corporate Owner:

By: _____

Location of System: _____

Print Name: _____

Print Title: _____

[Corporate Seal]

DRAFT