

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



WORKSHOP/SPECIAL MEETING

Tuesday, August 3, 2021
5:00 PM

City Hall Commission Chambers

City Commission

Mayor Ronte Harris ~ District III
Mayor Pro-Tem Keith Dowdell ~ District I
Commissioner Angela Sapp ~ District II
Commissioner Freida Bass-Prieto ~ District IV
Commissioner Anessa Canidate ~ District V

"An All American City in the Heart of Florida's Future"

PUBLIC NOTICE

CITY OF QUINCY COMMISSION WORKSHOP AND SPECIAL MEETING

Quincy City Hall Commission Chambers
404 W. Jefferson Street
Quincy, Florida 32351

**Tuesday, August 3, 2021
5:00pm**

Workshop Discussion:

- + June 30, 2021 Review of Financial Records
- + Net Metering Procedures
- + Special Event Kit

Special Meeting Agenda Items:

- + Solar Array Project Award
- + Pine Lake Apartment Housing Application

For additional information please call the City of Quincy at 850.618.0020.



City of Quincy, Florida
WORKSHOP/SPECIAL MEETING

AGENDA

August 3, 2021
5:00 P.M.

City Hall Commission Chambers

Call to Order

Roll Call

Workshop Items of Discussion

1. June 30, 2021 Review of Financial Records
 - Jack L. McLean Jr., City Manager
 - Marcia Carty, Finance Director
 - Chris Moran, Auditor
2. Net Metering Procedures
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director
3. Special Event Kit
 - Jack L. McLean Jr., City Manager
 - DeCody Fagg, Parks and Recreation Director

Special Meeting Items of Discussion

4. Solar Array Project RFP Award
 - Jack L. McLean Jr., City Manager
 - Charles Hayes, Interim Planning Director
5. Pine Lake Apartment Housing Application
 - Jack L. McLean Jr., City Manager
 - Charles Hayes, Interim Planning Director

Adjournment

CITY OF QUINCY
CITY COMMISSION
WORKSHOP AGENDA

DATE OF MEETING: August 3, 2021

DATE SUBMITTED: July 30, 2021

TO: Honorable Mayor and Members of the Commission

FROM: Jack L. McLean Jr, City Manager
Robin Ryal, Utility Director

SUBJECT: Net Metering

Statement of Issue:

In March 2010, the City approved Tier 1 and Tier 2 customer agreements that implemented net metering. Those agreements provide that the utility customer be reimbursed at the City's wholesale avoided cost for any excess kilowatt-hours made available to the City from the customer's net meter. The wholesale avoided cost is referred to as the avoided cost for compensation/reimbursement purposes. The issue presented to the Commission is whether to continue the wholesale avoided cost calculation compensate a utility customer on excess KW sales to the City.

Background

The Florida legislature passed Florida Statutes, Section 366.92, to promote renewable energy development, diversify the types of fuel used to generate electricity in Florida and minimize fuel cost volatility. A municipal electric utility was required to develop standards for the promotion, encouragement, and expansion of renewable energy resources and energy conservation and efficiency measures.

On March 09, 2010, the City Commission adopted the current policy. The policy standardized interconnection agreement and the net metering program for customer-

owned renewable generation. A customer has the option of Tier 1 or Tier 2 agreement. The Tier 1 Application fee is \$100, and the Tier 2 Application is \$250. Each tier agreement sets the purchase energy rate to purchase excess energy generated by the customer at a rate equal to the City's wholesale avoided cost.

The wholesale avoided cost is the minimum amount an electric utility is required to pay an independent power producer equal to the charges the utility calculates it avoids in not having to produce that power to ensure that the light stay on. These associated costs include on and off-peak energy, capacity, reserves, voltage control, generation supply, and transmission and distribution of electricity. In short, these are the costs we avoid paying to Duke Energy, our power producer. The City current wholesale avoided cost is ~5¢ per kWh

The City's retail costs include the wholesale cost paid to Duke Energy and the cost to transmit and distribute electricity to its customers, including maintaining poles and wires, building new substations, sending out bills, transfers to the general government to pay for public safety-police and fire- parks and recreation, road construction and maintenance, customer demand¹, sales taxes, state charges, regulatory costs, and so forth.

Changes in the 2010 Tier 1 and Tier 2 Agreements

The following changes are proposed for the tier agreements:

- "In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW)"-Section 1. (Identical language insertion appear in section g of the Net Metering Service Rate Schedule.)
- Inserting "wholesale after "retail"-Section 6
- Inserting "or a court of law for breach of contract"-Section 6

Analysis:

¹ Customer demand is described as how fast energy is used and the change in the demand for electric

The City set the wholesale avoided cost at Duke Energy's full requirement wholesale charge. This amount represents the City's payment to Duke Energy but for the sale of residential rooftop solar transmission to the grid of excess kilowatt. The amount the City collects above the wholesale avoided cost is used to pay for the cost to transmit and distribute electricity to its customers, including maintaining poles and wires, building new substations, sending out bills, transfers to the general government to pay for public safety-police and fire- parks and recreation, road construction and maintenance, customer demand-how fast energy is used and the change in the demand for electricity, sales taxes, state charges, regulatory costs, and so forth.

Both residential rooftops solar and non-residential rooftop solar customers benefit from the City's electrical transmission and distribution system, public safety, road construction, and maintenance. It is fair and equitable that both groups share equally in the provision of those services. Most utilities use wholesale to avoid the cost to compensate the resident for excess kw deliver to the utility's grid.

Attachments:

- Net Metering Service Rate Schedule
- Tier 1 Interconnection Agreement
- Tier 2 Interconnection Agreement
- Application for Interconnection

DEPARTMENT OF UTILITIES THE CITY OF QUINCY



Electric/Engineering/Gas/Water/Sewer

423 W. Washington Street
Quincy, Florida 32351

Phone: (850) 618-0040
Fax: (850) 875-7357

CITY OF QUINCY NET METERING SERVICE RATE SCHEDULE

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the City of Quincy 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 Quincy's electric distribution system.
4. Provides the City of Quincy 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 Quincy will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from the City of Quincy; and (2) excess energy (kWh) generated by Customer and delivered to the City of Quincy's electric system. Such meter shall be installed at the point of delivery at the expense of the City of Quincy. The customer's electric service entrance and city approved meter socket (single-phase or three-phase as appropriate) shall be furnished, installed and maintained at the expense of the customer.

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 Quincy.

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

- a) Electric energy from the customer-owned renewable generation system shall first be used to serve the Customer's own load and offset the Customer's demand for the City of Quincy electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the Customer's own load and is delivered to the City of Quincy system shall be deemed as "excess customer-owned renewable generation."
- b) Customer shall be billed for the total amount of electric energy delivered to Customer by the City of Quincy during the billing period in accordance with the otherwise applicable rate schedule.
- c) Excess customer-owned renewable generation shall be purchased by the City of Quincy in the form of a credit on the Customer's monthly energy consumption bill. Each billing cycle, Customer shall be credited for the total amount of excess energy generated by the customer owned renewable generation that is delivered to the City of Quincy's electric system during the previous billing cycle. The credit from the City of Quincy shall be determined at a rate equal to the City of Quincy's wholesale avoided cost.
- d) In the event that a given credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding billing period, then the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by the City of Quincy to the Customer, at the City of Quincy's wholesale avoided cost rate.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid to the last address or forwarding address by check within 180 days. The customer should contact the City of Quincy Customer Service Department to complete procedures for closing an account.
- f) Regardless of whether any excess energy is delivered to the City of Quincy'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.
- g) Customer acknowledges that its provision of electricity to the City of Quincy 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 Quincy pursuant to this Schedule, from all participating City of Quincy customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system. In no case does the Tier 1 and 2 interconnect agreements cover the GPR above a 100 kilowatts (Kwh)

h) 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 – \$100
- Tier 2 - \$250

DEPARTMENT OF UTILITIES THE CITY OF QUINCY



Electric/Engineering/Gas/Water/Sewer

423 W. Washington Street
Quincy, Florida 32351

Phone: (850) 618-0040
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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 Quincy (hereafter called "City of Quincy"), a body politic. Customer and the City of Quincy 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 of Quincy operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area of approximately 22 square miles; and

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

Whereas, in order to promote the development of small customer-owned renewable generation, the City of Quincy offers net metering service by which customers may interconnect their customer owned renewable generation system with the City of Quincy's electric system and to allow the City of Quincy 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 of Quincy desires to provide interconnection of customer-owned renewable generation system under conditions which will insure the safety of the City of Quincy 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:

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 Quincy 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 of Quincy 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 either Tier 2 or Tier 3 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 of Quincy'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 all fees associated with the installation of the RGS as noted in the rate schedule.
4. The Customer shall fully comply with the City of Quincy's Rules and Regulations and Electric Service Requirements and Specifications as those documents may be amended or revised by the City of Quincy 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 - Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 - Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741- 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. Has been approved by the Florida Solar Energy Center (FSEC Std. 203-5);
 - f. The manufacturer's installation, operation and maintenance instructions.
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/wholesale purchase of electricity; or the retail/wholesale 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/wholesale purchase of electricity from a party other than the City of Quincy, 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 and/or a court of law for breach of contract.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Quincy. 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 of Quincy.
8. Prior to commencing parallel operation with the City of Quincy'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 of Quincy.
9. The Customer agrees to permit the City of Quincy, 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 of Quincy will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Quincy 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 of Quincy 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 of Quincy'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 of Quincy advising the City of Quincy of the date and time at which Customer intends to place the system in service, and the City of Quincy 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 of Quincy system upon a loss of the City of Quincy power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
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 of Quincy with sixty (60) days advance written notice of the addition.
12. The Customer shall not energize the City of Quincy system when the City of Quincy's system is reenergized. The Customer shall cease to energize the City of Quincy system during a faulted condition on the City of Quincy system and/or upon any notice from the City of Quincy that the reenergizing of Customer's RGS equipment is necessary. The Customer shall

cease to energize the City of Quincy system prior to automatic or non-automatic reclosing of the City of Quincy's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City of Quincy'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 of Quincy'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 of Quincy'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 of Quincy's electric system, such that back feed from the customer-owned renewable generation system to the City of Quincy'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 of Quincy and capable of being locked in the open position with a City of Quincy padlock. When locked and tagged in the open position by the City of Quincy, this switch will be under the control of the City of Quincy.
15. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the City of Quincy within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City of Quincy at least thirty (30) calendar days prior to beginning parallel operations with the City of Quincy's electric system, and within one (1) year after the City of Quincy executes this Agreement.
16. Once the City of Quincy 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 of Quincy representative, the City of Quincy will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.
17. The City of Quincy requires 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)
18. The City of Quincy will furnish, install, own and maintain a meter capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's electric service entrance associated with the RGS will be complete with a city approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed and maintained at the expense of the customer. 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 meter necessary to measure the energy delivered by the City of Quincy to the Customer, and also measure the energy received from the Customer to the City of Quincy.

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 of Quincy 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 of Quincy, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Quincy 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 of Quincy'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 disoperation of its RGS equipment.
22. Notwithstanding any other provision of this Interconnection Agreement, the City of Quincy, 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 of Quincy 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 of Quincy'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 of Quincy 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 of Quincy equipment, any part of the City of Quincy's electrical distribution system or Customer's generating system.
 - c. Hazardous conditions existing on the City of Quincy's utility system due to the operation of the Customer's generation or protective equipment as determined by the City of Quincy.
 - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City of Quincy's other electric consumers caused by the Customer's generation as determined by the City of Quincy.
 - 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 of Quincy.
 - f. When the Customer fails to make any payments due to the City of Quincy by the due date thereof.
23. Upon termination of services pursuant to this Agreement, the City of Quincy 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 of Quincy's electric supply system, notify the City of Quincy that the isolation is complete, and coordinate with the City of Quincy for return of the City of Quincy'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 of Quincy, 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 of Quincy.
 - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Quincy's electrical distribution system, irrespective of any fault on the part of the City of Quincy.
 - 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 of Quincy'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 of Quincy 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 of Quincy 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 of Quincy's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Quincy's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Quincy 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 Gadsden County, Florida, and the City of Quincy 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.

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 of Quincy'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 of Quincy, including the City of Quincy'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 of Quincy 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 of Quincy 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 of Quincy 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 Quincy pursuant to the City of Quincy's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Quincy customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system.

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

32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits, that are derived from the energy generated by these systems. The Customer agrees that the City of Quincy retains full rights and ownership to these credits.

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

City of Quincy:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City of Quincy Account Number:

DEPARTMENT OF UTILITIES THE CITY OF QUINCY



Electric/Engineering/Gas/Water/Sewer

423 W. Washington Street
Quincy, Florida 32351

Phone: (850) 618-0040
Fax: (850) 875-7357

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 Quincy (hereafter called "City of Quincy"), a body politic. Customer and the City of Quincy shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:_____.

WITNESSETH

Whereas, a Tier 2 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 of Quincy operates an electric system serving the entire City Limits of the City of Quincy (approximately 7.6 square miles) and extending into unincorporated Gadsden County for a total area of approximately 22 square miles; and

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

Whereas, in order to promote the development of small customer-owned renewable generation, the City of Quincy offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City of Quincy's electric system and to allow the City of Quincy 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 of Quincy desires to provide interconnection of customer-owned renewable generation system under conditions which will insure the safety of the City of Quincy 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:

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 Quincy 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 of Quincy 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 either Tier 2 or Tier 3 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 of Quincy'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 of \$250 for the review and processing of the application.
4. The Customer shall fully comply with the City of Quincy's Rules and Regulations and Electric Service Requirements and Specifications as those documents may be amended or revised by the City of Quincy 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.
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/ wholesale purchase of electricity; or the retail/wholesale 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/wholesale purchase of electricity from a party other than the City of Quincy, 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 and/ or a court of law for breach of contract.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City of Quincy. 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 of Quincy.
8. Prior to commencing parallel operation with the City of Quincy'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 of Quincy.
9. The Customer agrees to permit the City of Quincy, 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 of Quincy will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City of Quincy 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 of Quincy 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 of Quincy'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 of Quincy advising the City of Quincy of the date and time at which Customer intends to place the system in service, and the City of Quincy 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 of Quincy system upon a loss of the City of Quincy power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
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 of Quincy with sixty (60) days advance written notice of the addition.
12. The Customer shall not energize the City of Quincy system when the City of Quincy's system is de-energized. The Customer shall cease to energize the City of Quincy system during a faulted condition on the City of Quincy system and/or upon any notice from the City of Quincy that the de-energizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City of Quincy system prior to automatic or non-automatic reclosing of the City of Quincy's protective devices. There shall be no intentional

islanding, as described in IEEE 1547, between the Customer's and the City of Quincy'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 of Quincy'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 of Quincy'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 of Quincy's electric system, such that back feed from the customer-owned renewable generation system to the City of Quincy'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 of Quincy and capable of being locked in the open position with a City of Quincy padlock. When locked and tagged in the open position by the City of Quincy, this switch will be under the control of the City of Quincy.
15. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the City of Quincy within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City of Quincy at least thirty (30) calendar days prior to beginning parallel operations with the City of Quincy's electric system, and within one (1) year after the City of Quincy executes this Agreement.
16. Once the City of Quincy 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 of Quincy representative, the City of Quincy 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 of Quincy as an additional insured on Customer's general liability insurance policy.
18. The City of Quincy will furnish, install, own and maintain a meter capable of measuring the flow of kilowatt-hours (kWh) of energy. Such meter shall be installed at the point of delivery at the expense of the City of Quincy. The Customer's electric service entrance associated with the RGS will be complete with a city approved meter socket (single-phase or three-phase as appropriate) and shall be furnished, installed and maintained at the expense of the customer. The style of service entrance will be determined by the rating, size, and type of facility. 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 meter necessary to measure the energy delivered

by the City of Quincy to the Customer, and also measure the energy received from the Customer to the City of Quincy.

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 of Quincy 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 of Quincy, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Quincy 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 of Quincy'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 disoperation of its RGS equipment.
22. Notwithstanding any other provision of this Interconnection Agreement, the City of Quincy, 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 of Quincy 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 of Quincy'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 of Quincy 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 of Quincy equipment, any part of the City of Quincy's electrical distribution system or Customer's generating system.
 - c. Hazardous conditions existing on the City of Quincy's utility system due to the operation of the Customer's generation or protective equipment as determined by the City of Quincy.
 - d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City of Quincy's other electric consumers caused by the Customer's generation as determined by the City of Quincy
 - 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 of Quincy.
 - f. When the Customer fails to make any payments due to the City of Quincy by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City of Quincy 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 of Quincy's electric supply system, notify the City of Quincy that the isolation is complete, and coordinate with the City of Quincy for return of the City of Quincy'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 of Quincy, 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 of Quincy.
 - b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City of Quincy's electrical distribution system, irrespective of any fault on the part of the City of Quincy.
 - 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 of Quincy'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 of Quincy 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 of Quincy 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 of Quincy's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City of Quincy's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City of Quincy 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 Gadsden County, Florida, and the City of Quincy 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.

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 of Quincy'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 of Quincy, including the City of Quincy'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 of Quincy 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 of Quincy 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 of Quincy 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 Quincy pursuant to the City of Quincy's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City of Quincy customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Quincy's electric system.

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

32. Renewable Energy Credits. Customer acknowledges that there may be green energy attributes, typically called Renewable Energy Credits, that are derived from the energy generated by these systems. The Customer agrees that the City of Quincy retains full rights and ownership to these credits.

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

City of Quincy:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City of Quincy Account Number:

DEPARTMENT OF UTILITIES THE CITY OF QUINCY



Electric/Engineering/Gas/Water/Sewer

423 W. Washington Street
Quincy, Florida 32351

Phone: (850) 618-0040
Fax: (850) 875-7357

CITY OF QUINCY 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 Quincy customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with the City of Quincy's electrical system are required to complete this application. When the completed application and fees are returned to the City of Quincy, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City of Quincy Department of Utilities, 423 W. Washington St., or may be obtained via email or facsimile upon request by calling the City of Quincy Utilities Department at 850-618-0040.

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: _____

Customer Account Number: _____

RGS Manufacturer: _____

Manufacturer's Address: _____

Reference or Model Number: _____

Serial Number: _____

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. The non-refundable application fee is \$100 for Tier 1 and \$250 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Quincy 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 Quincy system to ensure compliance with applicable local codes and utility regulations.

C. Proof of General Liability Insurance or Personal Injury and Property Damage Liability Insurance in the amount shown below.

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: August 3, 2021

DATE OF REQUEST: August 2, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
DeCody Fagg, Parks and Recreation Director

SUBJECT: Revised City of Quincy Event Planning Kit for Quincy
Business Park and Tanyard Creek Amphitheater

Statement of Issue:

The information provided is a revised City of Quincy Event Planning Kit for the rental and use of the Quincy Business Park and Tanyard Creek Amphitheater.

Background:

Previously, staff submitted revisions to the Tanyard Creek Amphitheater Event Planning Kit. Staff was instructed to make additional revisions to the Kit to make it more user friendly for the event organizer and better serve the City of Quincy.

Revisions were made to the Event Planning Kit which now includes rental information on both the Quincy Business Park and the Amphitheater. The Rental Fee Schedule and the Police Event Management/Security Management Policy have been amended and are included in the kit along with the City of Quincy Occupational License/Vendor Permit and Business and Professional Regulations Alcohol and Beverage One Day Permit.

The Rental Fee Schedule has been revised to allow renters to use their own staff for clean-up after the event. A refundable clean-up deposit will be required based on the number of expected participants. The renter will be refunded the clean-up deposit upon Staff completing an inspection of the business park or amphitheater after the event. If Staff finds that the event organizer did not properly clean-up and remove trash, then the renter will forfeit their deposit.

Staff Recommendation:

It is staff recommendation that the Commission approves the revised the City of Quincy Event Planning Kit for the rental of Quincy Business Park and Tanyard Creek Amphitheater.

Options:

- Option 1: Vote to approve the revised City of Quincy Event Planning Kit for the rental of Quincy Business Park and Tanyard Creek Amphitheater.
- Option 2: Vote to deny the approval of the revised City of Quincy Event Planning Kit for the rental of Quincy Business Park and Tanyard Creek Amphitheater.

Staff Recommendation:

Option 1

Attachments:

- City of Quincy Event Planning Kit for Quincy Business Park and Tanyard Creek Amphitheater

404 West Jefferson Street



Quincy, Florida 32351

CITY OF QUINCY BUSINESS PARK AND AMPHITHEATER



Event Planning Kit

Venue Information

Permitting Checklist

Business Park and Amphitheater Rules and Regulations

Insurance Requirements

Payment Terms

Event Permit Application

Hold Harmless Agreement

Rental Fee Schedule

Police Department Event Management/Security Management

Occupational License /Vendor Application

Alcohol and Beverage Permit

Venue Information

Tanyard Creek Park is a 32-acre park site that sits adjacent to the Tanyard Creek Greenway and is also within the geographic center of City of Quincy. The park consists of family sized pavilions, meadow open spaces, hiking and walking paths. Other parts of the park include a nature center, planted grove, “boundless” playground, a large grassy open space, meadow and amphitheater. A restored wetland with new storm water features provide the needed storm water management on the site as well.

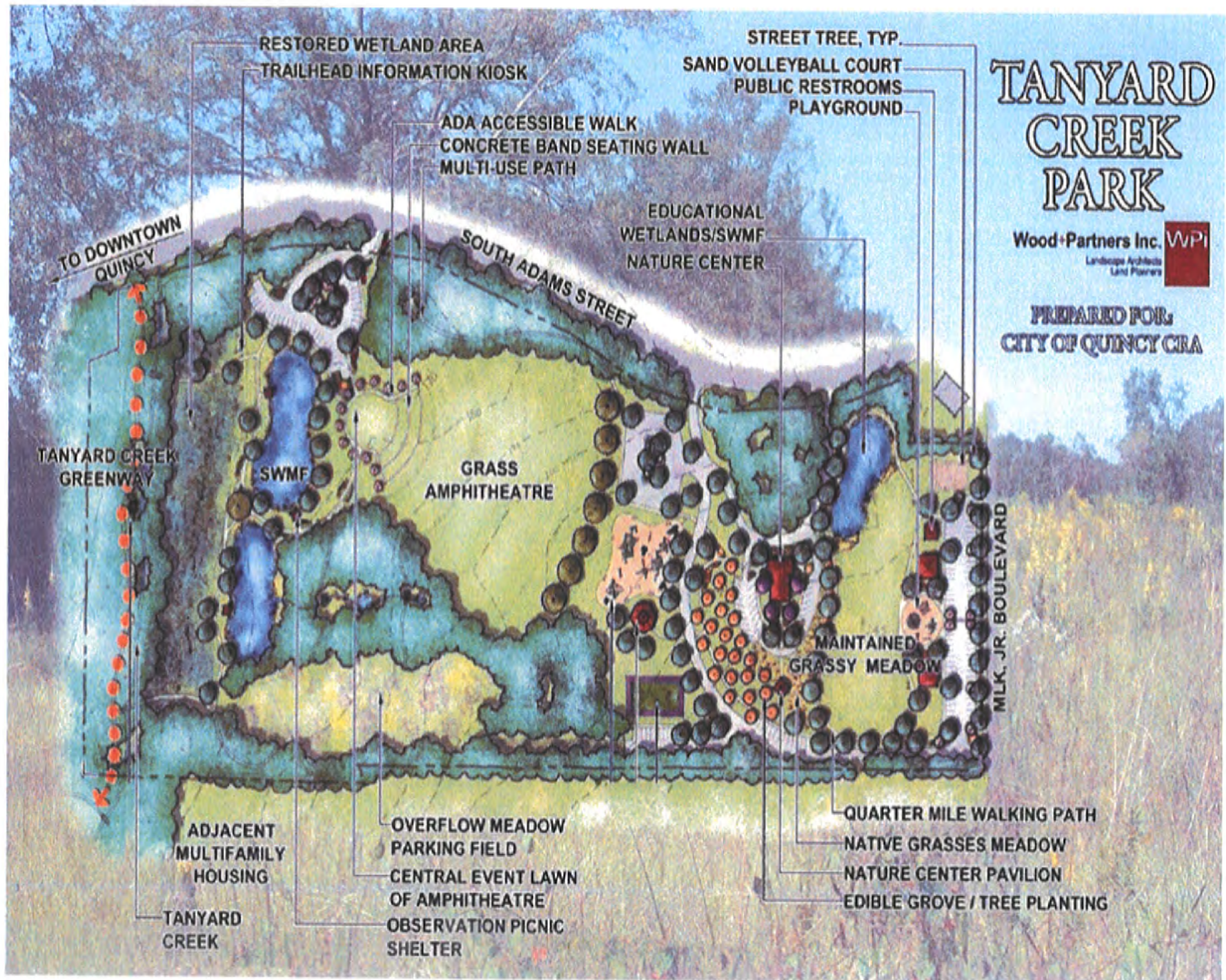


Location: 20 Martin Luther King, Jr. Blvd., Quincy, Florida 32351

Tanyard Creek Amphitheater

Covered Stage:	Yes
Number of fixed seats:	None, areas all uncovered
Lawn:	Length = 262 ft.; Width = 227 ft.
Total Capacity:	8,500
Stage Depth:	36 ft., 6 inches
Stage Width:	50 ft., 6 inches
Loading Zone to Stage:	NO
Dressing Room	NO
Private Restrooms:	2 (Location: Ticket Booth)
Public Restrooms:	2
Parking On-Site:	153 (of these 15 are handicapped accessible)
Parking Off-Site:	Parking is available off Martin Luther King Blvd. in the adjacent football field and the empty field on the south side of Martin Luther King Blvd. (must contact the Gadsden County School Board for permission – Saturdays and Sundays only).
Programmable Hours:	Sunday – Thursday: 8 am – 9 pm Friday – Saturday: 8 am – 10:00 pm

Venue Map



Permitting Checklist

Please use the checklist to make sure that you are following the permitting process:

Establish date and are of use. ☐ Yes ☐ No

Submit Event Permit Application

With all applicable paperwork.

- | | | |
|--------------------------------------|------------------------------|-----------------------------|
| • Application Fee | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Pay Rental Deposit | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • General Liability Insurance | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Tax Exempt Certificate | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Non-Profit Documentation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Occupational License/Vendor Permit | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Alcohol and Beverage Permit | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Security | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Road Closure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Site and Accessibility Planning | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • City of Quincy Manager and/or | | |

Parks and Recreation Director

Will contact you for site Planning

Meeting. ☐ Yes ☐ No

***Pease Note: Marketing of any kind may not take place until the application has been approved.**

CITY OF QUINCY
BUSINESS PARK AND AMPHITHEATER
EVENT PLANNING KIT

Rules and Regulations

The use of the Business Park and/or Amphitheater is determined on first come, first served basis and may be reserved up to one (1) year in advance. Reservations are not confirmed until the application is approved by the City Manager and all appropriate fees have been paid.

All events must end no later than 10:00pm Fridays and Saturdays, and no later than 9:00pm Sundays through Thursdays. No event shall begin earlier than 8:00am Saturdays and Sundays, and no earlier than 7:00am Mondays through Fridays. No amplified sound in the amphitheater any day of the week prior to 10:00am.

No oral agreement for use of the parks, facilities, and/or amphitheater shall be valid.

In the event that a "lighting warning" alert occurs, the City of Quincy staff will immediately stop the event and evacuate the event space. All participants, organizers and staff should immediately seek shelter under a safe structure or in personal vehicles. Once the alert has expired, the City of Quincy staff will contact the organizers/users to inform them that the event may resume.

Fees and Definitions

Reservation Fee: A \$500.00 rental fee is required to secure the date and must be paid in advance. The user of the Business Park or Amphitheater is responsible for all repairs due to damages incurred as a result of the event. The user planning the event will be responsible for any extra cost incurred for using an outside company for sound or any other services. Company will be required to follow all sound system and noise policy regulations.

Rental Fees: See Chart in Back

Payment Terms:

- 90 days before the event: 25% of fees.
- 30 days before the event: 50% of remainder.
- 14 days before the event: all of the remainder balance.
- The \$500.00 rental deposit shall be applied to the total amount.
- Users of the Business Park or Amphitheater are responsible for all repairs due to damages incurred during the event.

Cancellation: If the user violates any of the terms and conditions of the application, the City of Quincy shall have the right to immediately terminate or cancel without notice of refund due to special circumstances, including, but not limited to the following: weather, misuse or abuse of facilities, non-compliance with the city of Quincy event guidelines and un-permitted/prohibited events.

The City of Quincy may pursue all of its rights and remedies in accordance with the law, including the right to recover court costs and attorney fees.

The cancellation notice must be done in writing and will be as follows:

- Cancellation of an event 30 plus (+) days before an event will result in loss application fee.
- Cancellation 14 to 30 days before an event will result in loss of deposit and application fee.
- Cancellation less than 14 days result in loss of **ALL** fees.

Insurance Requirements: General Liability Insurance is required for all public events. For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other events held on property, the minimum amount of coverage for the general liability insurance policy will be \$1,000,000 per occurrence. The insurance policy must cover, in addition to the general public, but also entertainers and their support staff and any individual participating in or attending the activity for which the facility is rented. Coverage should meet the following:

- Deductibles shall be listed on the Certificate of insurance and are acceptable only on per occurrence basis for property damage only.
- Claims-made policies will not be accepted.
- The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.
- Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City of Quincy without cost to the City not less than thirty (30) calendar days prior to the scheduled activity.

Vendors: The organizer must complete the section of the application requesting the listing of vendors, including name, mailing address and phone number. The organizer can request the Vendor Permit form from the vendor upon check in at the event.

Before Event: Fill out and submit an Occupational License/Vendor Permit Form. Display the form in your booth at the event.

After Event: Complete the portion of the form with the amount of sales collected. Remit 7.500% sales tax to the City of Quincy. Payment is due by the 20th of the month following the period of the event. If the 20th falls on a weekend or holiday, the return is due the next business day.

Food Vending Regulations: As the organizer, it is your responsibility to communicate the vending regulation to your food vendors prior to the event. Proof of necessary license and insurance must be provided for each vendor.

General Vending Regulations: Vendor may not arrive earlier than set-up time provided by the event organizer. Vendor must stop serving immediately at event/activity ending time and start breaking down. Break down must be completed within 1.5 hours of event of conclusion. Food vendors may only sell during the official event times. All waste must be disposed of properly. Large trash, boxes and items

must go with vendor upon leaving the space. Grease, charcoal, grill drippings and oil **MAY NOT** be dumped in City garbage cans. Vendors must make their own arrangements for disposing of these items. Food items must be placed in bags before deposited into waste cans. Fire Safety Code requires a portable fire extinguisher. Check the local Fire Department for specific requirements pertaining to size and type of required fire extinguishers or other fire related requirements. Vehicles **Will NOT** be allowed to stay in the vendor area. Vendor area **Will Not** allow vehicle access once event begins. Walkways must remain clear of debris and extension cords must be secured.

*It is estimated that 20% - 30% of the attendees to an event will eat at the event. The industry standard is one (1) truck per 300 people that you anticipate will eat. Caterers will also be required to adhere to these regulations.

State of Florida Department of Business and Professional Regulations (DBPR) Regulations Vending Requirements

Licensing and inspection may be conducted on-site by DBPR, Division of Hotels & Restaurants inspector. All vendors are required to hold a license to be a vendor. If you have any questions, please call DBPR Customer Center at 850-487-1395.



Event Permit Application

Business Park /Tanyard Creek Amphitheater

Applicant Information

Name of Applying Organization/Individual:

Address:

Phone Number:

Alternate Phone Number:

Email Address:

Organization/Event Website (if applicable):

Contact Name:

Contact Mailing Address:

City:

State:

Zip Code:

Contact Phone Number:		
Alternate Phone Number		
Non-Profit Status ID# (Must attach copy):		
Name of Event:		
Public Event: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Requested Date: Choose three (3) possible dates; list in order of importance.		
1. 2. 3.		
Set-Up Time:	Event Start Time:	Event End Time:
Breakdown/Offsite Time:		
All events must conclude by 9pm Sundays – Thursdays and 10pm Fridays and Saturdays		
Anticipated Attendance:		

Other Factors (Check all that apply):

☐ Alcohol (submit Alcohol Permit)

☐ Medical/First Aid

☐ Tents What size: _____

☐ Banners/Signs

☐ Portable Restrooms

☐ Use of sound system

Anticipated number of food vendors:

Merchandise Sales? ☐ Yes ☐ No

Anticipated number of merchant vendors:

What type of merchandise do you plan to sell?

Will food and/or non-alcoholic beverages be served and/or sold? ☐ Yes ☐ No

Who will dispense the food or beverage (i.e., caterers, staff, etc.)?

If caterers are being used, please list the names and DBPR license number of each caterer:

Electric, sanitation and water requirements will be determined based on needs.

**All sales tax is to be reported by vendor and is not the
City of Quincy's responsibility to report sales tax.**

Release and Hold Harmless Agreement

In consideration of the City of Quincy, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Quincy, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area.

The undersigned further agrees to indemnify and hold harmless the City of Quincy, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth.

The undersigned hereby waives all claims against the City of Quincy for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above.

The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Quincy, Florida.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Applicant Signature: _____

Print Name: _____

Date: _____ Phone Number: _____

Economic Impact

Potential Economic Impact Factors:

Possible Sponsors and/or Partnerships:

Anticipated Immediate Impact to Community:

CITY MANAGER APPROVAL

_____ Approved _____ Denied Date: _____

City Manager's Signature: _____

Jack L. McLean Jr.

Department Head Approval

1. _____ Approved _____ Denied Date: _____

Police Chief's Signature: _____

2. _____ Approved _____ Denied Date: _____

Building & Planning Signature: _____

3. _____ Approved _____ Denied Date: _____

Public Works Signature: _____

4. _____ Approved _____ Denied Date: _____

Parks & Recreation Signature: _____

Quincy Business Park and Tanyard Creek Amphitheater Rental Fee Schedule

	General Groups		Non-Profit Groups	
	Public Event	Private Event	Public Event	Private Event
Business Park and Tanyard Creek Amphitheater	0-4 hours \$900.00 \$100 each additional hour	0-4 hours \$1,050.00 \$125 each additional hour	0-4 hours \$400.00 \$50.00 each additional hour	0-4 hours \$550.00 \$75.00 each additional hour
Non-Refundable Rental Deposit	\$500.00	\$500.00	\$500.00	\$500.00
Refundable Damage Deposit	\$50 or 25% of total rental fees; whichever is greater	\$50 or 25% of total rental fees; whichever is greater	\$50 or 25% of total rental fees; whichever is greater	\$50 or 25% of total rental fees; whichever is greater
Event Staff (overtime rates may apply)	\$10.00 per hour	\$10.00 per hour	\$10.00 per hour	\$10.00 per hour
Bathroom Attendants (1 male and 1 female)	\$25.00 per hour	\$25.00 per hour	\$25.00 per hour	\$25.00 per hour
Waste Cans (15)	\$12.50 per can (total \$187.50)	\$12.50 per can (total \$187.50)	\$12.50 per can (total \$187.50)	\$12.50 per can (total \$187.50)
Event Application Fee	\$31.50	\$31.50	\$31.50	\$31.50
Police (for Traffic Control)	\$35 per hour	\$35 per hour	\$35 per hour	\$35 per hour
Security	If the event organizer elect to provide their own security, the organizer shall provide a copy of the executed security contract to the Police Dept at least 7 days prior to the event for review and verification.			
Maintenance Deposit (Organizer responsible for clean-up)	Anticipated Attendance Fees (for Public or Private Events) <ul style="list-style-type: none"> • 100-Under: \$100 • 150-300: \$250 • 300-700: \$500 • 700-Up: \$1,000 			



THE QUINCY POLICE DEPARTMENT EVENT MANAGEMENT/SECURITY MANAGEMENT

The following information has been developed to provide guidelines and requirements associated with security and special event management in the City of Quincy, Florida. The Organization/Event Sponsor must provide a safe and secure environment for the event. This is accomplished through sound pre-planning by anticipating potential problems and concerns related to the event activities, surrounding environment and by being prepared to react during the event to any unanticipated problems. The size, type, time of day and location of the event, as well as the overall activities proposed to take place in association with the event, are all areas that need to be analyzed in depth and addressed through the security plan.

The Quincy Police Department will require a specific number of officers/sworn officers/armed security to be present at the event.

- Sworn police officers are there to enforce laws and to perform traffic related duties.
- Security officers cannot enforce state criminal/traffic laws; only rules on the property. (It is not the responsibility of police officers to provide the services that are the job of private security staff.)

If the special event affects the community outside the venue, police services in addition to those needed to directly support the event may be required. The Quincy Police Department (Event Security Supervisor) has final authority over the event safety requirements.

1 officer for every anticipated 300 people who attend the event (does not include traffic positions)(these officers are for the inside of the event and not attached to a traffic position)
For any event that has more than 4 officers a police dispatcher shall be hired as communications for the police officers working the event.
Officers shall be paid at least 1 hour before the start time of the event for briefing, closing of the roads, etc.. For events that require the "staging" of floats, etc.. it may be reasonable to close earlier and thus the event organizer will have to hire for the road closure.
Officers shall be paid at least 2 hours after the event for ensuring that all patrons of the event have left the area, ensure that the management of the location is properly done, debriefing of officers and staff, etc...

If a licensed, private security company is contracted, all officers shall be armed, licensed security officers pursuant to Florida Statute 493. The following rubric will be used to hire officers/security staff for the event.

1 armed, licensed (F.S. 493) officer for every anticipated 300 attendees (does not include traffic positions)(these officers are for the inside of the event and not attached to a traffic position)
The event organizer shall provide a copy of the executed security contract to the Chief of Police or their designee no less than 14 calendar days prior to the event for review and verification.
The event organizer or their designee shall provide a written security plan no less than 10 calendar days prior to the event for review and approval by the Quincy Police Department

The security company shall coordinate all aspects of the event as to their security, deployment of officers, location, etc.. with the police department's assigned personnel and comply with all requirements. The security company's manager and/or owner shall attend the meeting with the police department no less than 10 days prior to the day of the event.

TRAFFIC MANAGEMENT

Sworn law enforcement officers perform traffic control on city, county, or state streets; however, individuals trained in traffic enforcement through a police department may be given duties in this area. (this is at the approval of the Police Chief or their designee) The need for a traffic post is at the discretion of the Chief of Police or their designee. This plan may include, but not be limited to, the location, type of area, road structure, ingress/egress of the event area, number of attendees, time and day of the event, etc...

At minimum, one officer at intersections and points of ingress and egress where the traffic flow influences the community and the event for the safety of all involved will be needed. In a typical event, where the minimum number of officers may be 4 to properly provide safety, the number of officers may exceed based on several factors. There may be a need for more details to be provided and thus a meeting with the police department would be required. If the event impacts a state road with a road closure, an approval has to be obtained from the Florida Department of Transportation. (the DOT permit is handled by the police department) The police department will need the event's insurance, commission approval, and site plan to deliver to the Florida DOT permitting location.

If the location requires an officer to be at an intersection for traffic control, that officer would need to be at the location 1 hour before the event, during the event, and the 2 hours after the event (see above rubric). This is for traffic management, safety, and managed ingress and egress of vehicles. The following rubric will be used for traffic decisions:

1 officer for each impacted intersection or identified location.
1 supervisor (if there are 5 traffic officers or more)
3 officers if the intersection has 3 or more lanes of traffic (e.g. Jefferson Street, Pat Thomas Parkway, etc...)
1 police dispatcher for 4 or more traffic officers (If 4 officers are working the event, only one dispatcher will be needed)

Event organizers should contact the police department no less than 4 weeks prior to the event date. This will allow for the proper and successful management of the event and submit any documents to the necessary areas such as the Florida DOT or the city commission.

If you have any questions or need more information, please contact the Quincy Police Department at (850) 627-7111 and speak with Lt. Monroe, Lt. Gilyard, or the on-duty supervisor.

404 West Jefferson Street



Quincy, Florida 32351

BUILDING AND PLANNING OCCUPATIONAL LICENSE APPLICATION

A. BUSINESS

Business Name: _____

Business Location: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Business: _____ Home: _____

Business Description: _____

Owner Name: _____ FEIN: _____

Operator Name: _____

Applicant Signature: _____

FOR CITY STAFF USE ONLY

B. REQUIRED CERTIFICATES

- ☐ Daycare (Children and Families/Health Department)
- ☐ Body shop (Department of Agriculture and consumer Services)
- ☐ Food Vendors (DBPR, Department of Agriculture and Consumer Services, State Inspection of Certification, Backflow Devices)
- ☐ Pawnshops (Department of Agriculture and Consumer Services)
- ☐ Car Wash (Department of Environmental Protection)
- ☐ Hair Salon/Barber shop (DEPR and Backflow Device)

C. CITY INSPECTIONS ☐ Mail License ☐ Hold License

Fee: _____	Date Received: _____	Receipt # _____
License # _____	Date Issued: _____	Issued By: _____
Building Inspection: _____	Date: _____	
	Reviewed by _____	Passed: _____
Fire Inspection: _____		Yes No See Note
	Reviewed by _____	Date: _____
		Yes No See Note
Site Review: _____		Date: _____
	Reviewed by _____	Passed: _____
		Yes No See Note

**INSTRUCTIONS FOR COMPLETING
DBPR ABT- 6003
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR ONE/TWO/THREE DAY PERMIT OR SPECIAL SALES LICENSE**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

Local ABT Licensing Offices

This application is used for obtaining a One, Two, Three Day Permit to sell alcoholic beverages for consumption on the reported premises only.

A special sales license may also be obtained by the use of this application for the sale of alcoholic beverages for a period of up to three days. This license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in the manufacturer's original sealed containers.

GENERAL INSTRUCTIONS

Submitting Your Application

The Division of Alcoholic Beverages and Tobacco, Bureau of Licensing, accepts applications for one, two, and three day events and special sales licenses. Please complete all required information. All questions must be answered fully and truthfully. You must provide an original application and supporting documentation that may be required by the local authorities. All signatures must be original.

Contact Person

All communications regarding your application will be sent to the applicant at the mailing or email address provided. However, if you would like for us to communicate with someone other than the applicant regarding your application, please provide the name and contact information for that person in the "Permit or License Information" section. Your named contact person will be permitted to make changes to the application paperwork on your behalf and we will communicate directly with them regarding any application issues or deficiencies. You will not be copied by the division with the correspondence.

APPLICATION REQUIREMENTS AND INSTRUCTIONS FOR COMPLETING THIS APPLICATION

Florida Law for One/Two/Three Day Permit

Per Florida Statute 561.422, upon the filing of an application and payment of a fee of **\$25 per permit**, the division may issue a permit authorizing a bona-fide non-profit civic organization to sell alcoholic beverages for consumption on premises only for a period not to exceed 3 days for a single event, subject to any state law or municipal or county ordinance regulating the time for selling such beverages. Any such civic organization may be issued only three such permits per calendar year except in those counties or cities with special acts governing the number of permits allowed. Any bona-fide non-profit civic organization permitted under this section may purchase alcoholic beverages from a distributor or vendor licensed under the beverage law. The applicable statute can be found at: [Temporary Permit \(ODP\) Special Acts](#)

The following cities have special acts which permit the issuance of more than three permits per calendar year if the event is held in a specific geographical area:

City of St. Petersburg; City of Tallahassee; City of Leesburg; City of Eustis; City of Tavares; City of Mount Dora; City of Clearwater. The special acts may be viewed at: [Temporary Permit Special Act Information](#)

All sections of the application must be completed except the section titled Affidavit for Special Sales License.

Registration of Legal Entity or Proof of Non-Profit Status

All corporations, domestic or foreign and limited liability companies seeking this permit are required to be registered with the Florida Secretary of State, Division of Corporations, as "non-profit" and the status of the registered entity must be "active." Organizations NOT incorporated must submit one of the following: a letter

outlining the purpose and the goals of the event and who will benefit from the event's profits; organization's National, State, or Local charter; organization's by-laws, 501(c)3 registration, or Minutes of Meeting. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or www.sunbiz.org for further information. Your application will be considered incomplete without this active registration or proof of non-profit status.

Sales Tax Certification to be completed by the Florida Department of Revenue. Please take this application form to the **Department of Revenue** for their approval. The address for the office serving your area of interest can be found at [Local ABT Licensing Offices](#). Applications must be submitted within **90 days** of receiving this approval.

Zoning Approval

This section only applies to applications for a One, Two, Three Day Permit. The city or county zoning authority in which the event or special sale will be held executes zoning approval. Please check with your local authority for their requirements. The address for the zoning office serving your area of interest can be found at [Local ABT Licensing Offices](#). Applications must be submitted within **180 days** of receiving this approval.

Sketch of Premises

A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.** When the event of the non profit organization is being held at a location that is already licensed for the sale of alcoholic beverages, a sketch of the entire premises **must** be submitted. If the event does not include the entire premises, the sketch must identify the area of the licensed premises where the event is to be held and must be a separate room or enclosure. The attestation included with this application must have the original signature of the permanent license holder and must be submitted by the non-profit group as part of the completed application.

Affidavit of Applicant for One, Two, Three Day Permit

Read and sign in the presence of a notary. The affidavit must be signed by an officer of the Non-Profit Civic Organization; or in the case of a church, synagogue, school, or fraternity/sorority, the signature of an authorized representative of the church, synagogue, school, or fraternity/sorority.

There are several important points you should be aware of:

1. The legal drinking age is 21. Please ensure that no one under 21 years of age is served an alcoholic beverage or allowed to consume alcoholic beverages.
2. The purpose of this permit is to provide your *non-profit organization* with a permit to sell alcoholic beverages to generate funds for your civic or charitable cause.
3. **Your organization, as the permit holder, is the ONLY entity that may receive any of the profits from the sale of alcoholic beverages on this permit. You must have responsible members of your organization at the alcoholic beverage sales location at all times. Your event CANNOT involve the SHARING OF ANY PROFITS OR RECEIPTS, or a "DONATION" to your cause if you obtain a temporary permit. Participation in this practice subjects your organization to jeopardy and denial of future alcoholic beverage permits.**
4. All records of alcoholic beverage purchases and sales must be retained for examination by the Division of Alcoholic Beverages and Tobacco personnel.
5. No One, Two, Three Day Permit will be issued to any organization in connection with any type of gambling activity, i.e. Casino Night, Las Vegas Night, Monte Carlo Night, etc.
6. **If your event is cancelled due to acts of nature, and you plan to reschedule, you need to notify the division within 14 days of the cancellation so that you will be eligible for re- issuance of the permit at no fee to you.**
7. **The Division of Alcoholic Beverages and Tobacco will issue One, Two, Three Day Permits to College fraternities and sororities only when the following conditions are met:**
 - a) The permit is being requested for an event that clearly has a designated charitable or civic purpose, such as a charity fundraiser.
 - b) The Division must have written approval for the holding of such event from a designated

- school official with responsibility over fraternity or sorority activities, such as the organization's advisor, or the director of student activities or his/her designee.
- c) The Division must receive a specific written outline from the fraternity or sorority as to where the event will be held, how entry into the event will be controlled so as to prevent the attendance of minors, and how control of the event will be maintained by the fraternity or sorority to prevent such matters as excess consumption, improper distribution of alcoholic beverages and the like.

Florida Law for Special Sales License

Florida Statute 561.20(12)(a), upon the filing of an application and payment of a fee of \$25 per permit, the division may issue a license authorizing the sale of alcoholic beverages in sealed containers only, for a period not to exceed 3 days. This license is issued only for the purpose of authorizing a sale pursuant to: levy and execution; bankruptcy sale; a sale by an insurance company in possession of alcoholic beverages; a sale resulting from a license suspension or revocation; a sale of damaged goods by a common carrier; a sale by a bona fide wine collector; or a sale pursuant to part V of chapter 679 [Florida Law for Special Sales License](#)

Registration of Legal Entity

All corporations, domestic or foreign; general partnerships; limited liability companies; limited liability partnerships; and limited partnerships are required to be registered with the Florida Department of State, Division of Corporations. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or www.sunbiz.org for further information. Your application will be considered incomplete without this active registration.

Sales Tax Certification to be completed by the Florida Department of Revenue. Please take this application form to the **Department of Revenue** for their approval. The address for the office serving your area of interest can be found at [Local ABT Licensing Offices](#). Applications must be submitted within **90 days** of receiving this approval.

Affidavit of Applicant for Special Sales License

Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant. All signatures must be original.

APPLICATION CHECKLIST

TRANSACTION	APPLICATION REQUIREMENTS
One/Two/Three Day Permit	<input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permit or Special Sales License. You may apply for multiple event dates. <input type="checkbox"/> Pay \$25 fee for each event (make check payable to the Division of Alcoholic Beverages and Tobacco). <input type="checkbox"/> College fraternities and sororities must meet certain conditions which are outlined in the application instructions and requirements.
Special Sales License	<input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License. <input type="checkbox"/> Pay \$25 fee (make check payable to the Division of Alcoholic Beverages and Tobacco).

**DBPR ABT-6003 – Division of Alcoholic Beverages and Tobacco
Application for One/Two/Three Day Permit or Special Sales License**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT- 6003
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

[Local ABT Licensing Offices](#)

SECTION 1 -- CHECK TRANSACTION REQUESTED

Transaction Type:

☐ One/Two/Three Day Permit

☐ Special Sales License

SECTION 2 – PERMIT or LICENSE INFORMATION

If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.

FEIN Number

Business Telephone Number

E-Mail Address (Optional)

Full Name of Applicant(s): (This is the name the permit or license will be issued in)

Department of State Document #

Business Name (D/B/A) or Name of Event

Location of Event (Street and Number)

City

County

State

Zip Code

Mailing Address (Street or P.O. Box)

FL

City

State

Zip Code

Contact Person - This section is optional, see application instructions for details

Contact Person

Telephone Number

Email Address (Optional)

ext.

Mailing Address (Street or P.O. Box)

City

State

Zip Code

Date(s) Permit Desired

ABT District Office Received Date Stamp

SECTION 3 – SALES TAX TO BE COMPLETED BY THE DEPARTMENT OF REVENUE	
Full Name of Applicant Organization Error! Reference source not found.	
The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.	
Signed _____	Date _____
Title _____	
Department of Revenue Stamp:	

SECTION 4 - ZONING TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION	
Location of Event (Street and Number)	
City	County
The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.	
Signed _____	Date _____
Title _____	

Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.

SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED

Business Name (D/B/A) or Name of Event

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.

**SECTION 6 - AFFIDAVIT OF APPLICANT
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT**

NOTARIZATION REQUIRED

Full Name of Applicant Organization

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. By acceptance of this permit, we agree that the applicant organization, as the permit holder, is the ONLY entity that will receive any of the profits from the sale of alcoholic beverages on this permit. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year, unless otherwise authorized by law, and acknowledge that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am an officer or authorized representative and am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF _____

COUNTY OF _____

APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed before me this _____ Day

of _____, 20_____, By _____ who is () personally known to me
(print name(s) of person making statement)

OR () who produced _____ as identification.

Notary Public

Commission Expires: _____

**SECTION 7 - AFFIDAVIT OF APPLICANT
FOR SPECIAL SALES LICENSE**

NOTARIZATION REQUIRED

Full Name of Applicant Organization

"I, the undersigned individual, or if a corporation, its authorized representative, hereby swear or affirm that I am duly authorized to make the above and foregoing application for a special sales license which authorizes the sale of alcoholic beverages for period of up to three (3) days. I understand this license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in sealed containers and acknowledge that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the beverages laws.

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, that the foregoing information is true to the best of my knowledge and that no other person or entity except as indicated herein has an interest in the special sales license and that all of the above listed persons or entities meet the qualifications necessary to hold this special sales license."

STATE OF _____

COUNTY OF _____

APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed before me this _____ Day

of _____, 20_____, By _____ who is () personally known to me
(print name(s) of person making statement)

OR () who produced _____ as identification.

Notary Public

Commission Expires: _____

ATTESTATION

This form is to be completed by the alcoholic beverage license holder **ONLY** when the event of the non profit organization is being held at a location that is licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

Note: This attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the division may sign) and must be submitted by the non-profit group along with the application for the One/Two/Three Day Permit.

Licensee:		
Business Name (DBA):		
License #:	Series of Permanent License: Type:	
Contact Person	Telephone Number ext.	
E-Mail Address (Optional)		
Name of Non-Profit Group:		
Date(s) of Event		

IMPORTANT

A One/Two/Three Day permit is being requested for an event to be held on your licensed premises. During the event, no sales or service of alcoholic beverages may be made under your alcoholic beverage license in the area identified for use by the non-profit organization. Failure to comply will result in administrative charges being filed against your license.

Signature of Licensee: _____

Date: _____

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: August 3, 2021

Date Submitted: August 2, 2021

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean, City Manager
Charles J. Hayes, Interim Planning Director/Purchasing Officer

Subject: RFP for Quincy Solar Project

Statement of Issue:

An RFP was release for City of Quincy Solar Array Project and a bid opening was set for July 29, 2021. The RFP listed two divisions. Division I consisted of the installation of the solar panels and Division II consisted of the solar batteries.

Background:

The City received bids from two bidders for the Solar Array Project: Advance Roofing, Inc. and Sun Solar World.

Advance Roofing submitted the following bids:

- \$2,425,897.22 for Division I
- \$831,6321.22 for Division II

Sun Solar World submitted the following bid:

- \$2,146,925.00 for Division I

Sun Solar World was non-responsive to Division II and did not have the State of Florida Solar Contractor's Licenses and had other bid informalities.

Staff Recommendation:

It is staff recommendation that the bid be awarded to Advance Roofing, Inc. for Division I in the amount of \$2,425,897.22.

In conjunction with Florida Solar Utilities, staff recommends not awarding Division II at this time.

Staff further recommends that the City proceed with awarding Advance Roofing, Inc the bid and authorize Florida Solar Utilities to prepare the contract and submit it to the City Attorney for his review. The contract should contain Payment Bond, Performance Bond and Proof of Insurance.

OPTIONS:

Option 1: Vote to award the bid to Advance Roofing, Inc. for Division I in the amount of \$2,425,897.22 and authorize Florida Solar Utilities to prepare the contract and submit it to the City Attorney for his review.

Option 2: Provide direction.

Staff Recommendation:

Option 1



July 30, 2021

Jack McLean
City Manager
404 West Jefferson St
Quincy, Florida 32351

RE: Quincy Solar
FLSU Job Number 3040-040

Dear Jack:

By this letter, Florida Solar Utilities recommends Division I award to Advanced Roofing, Inc. in the amount of \$2,425,897.22. Division II in the amount of \$831,631.22 will not be awarded at this time.

Florida Solar Utilities will prepare contracts upon notice that the project has been awarded to Advanced Roofing, Inc. and will recommend proceeding with the project upon receipt of the executed contracts containing Payment Bond, Performance Bond and Proof of Insurance.

Sun Solar World was a non-responsive bidder as they did not have the State of Florida Solar Contractors license. Sun Solar World also had bid proposal informalities.

If you should have any questions or need additional information, please don't hesitate to call.

Sincerely,

FLORIDA SOLAR UTILITIES

A handwritten signature in black ink, appearing to read "Robert Escoc Green", written over a horizontal line.

Robert Escoc Green
President

REG/amh

BID OPENING

JULY 29, 2021
2:00 P.M. EASTERN TIME

[illegible]

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: August 3, 2021

Date Submitted: August 2, 2021

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean, City Manager
Charles J. Hayes, Interim Planning Director

Subject: Pine Lake Apartment Housing Application

Statement of Issue:

Mr. Paul Nudelman, of Archway Partners, has proposed to construct an 84-unit Affordable Housing Complex off of Strong Road next to Green Meadows Apartments.

Archway has agreed to incorporate the NOLA Project Monitoring System with four (4) pan-tilt zoom cameras through the property and one (1) license plate reader at the main entrance. Pine Lake Apartments will also have a CCT camera system and allow the Quincy Police Department the ability to access the camera system remotely if they desire.

Background:

In order to secure funding, Archway Partners is proposing the development of affordable, multi-family housing for families and the elderly utilizing State Apartment Incentive Loan (SAIL) funding as gap funding in conjunction with (i) Tax-Exempt Bond Financing (i.e., Corporation-Issued Multifamily Mortgage Revenue Bonds (MMRB) or Non-Corporation-Issued Tax-Exempt Bonds obtained through a Public Housing Authority (established under Chapter 421, F.S.), a County Housing Finance Authority (established pursuant to Section 159.604, F.S.), or a Local Government), (ii) Non-Competitive Housing Credits (Housing Credit) and, if applicable, (iii) National Housing Trust Fund (NHTF)

Florida Housing Finance Corporation (the Corporation) expects to offer an estimated \$88,959,045, comprised of a part of the Family and Elderly Demographic portion of the SAIL funding appropriated by the 2020 Florida Legislature. The amounts listed in 1. below include ELI Loan funding to cover the units that are set aside for Extremely Low Income (ELI) Households, including the commitment for a portion of ELI Set-Aside units as Link

Units for Persons with Special Needs, as defined in Section 420.0004(13) F.S. and as further outlined in Sections Four A.6.d.(2)(c) of the RFA.

Archway Partners is requesting that the City confirms that, as of the date that the verification of availability and capacity of infrastructure is available for the project and that this project is in line with our revitalization plan.

In addition to this, Archway Partners would like for staff to verify the zoning density for the proposed multi-family complex and the process to obtain the required \$5,000 local contribution, and if there are any affordable housing incentives (fee waivers, density bonus, etc.), the utility connection fees.

OPTIONS:

Option 1: Vote to authorize staff to sign off on the certification and verification of availability of Infrastructure.

Option 2: Provide direction.

Staff Recommendation:

Option 1



07/22/2021

RE: Pine Lake Apartments

Dear Mr. Jack McLean,

Archway Partners intends to submit Pine Lake Apartments for the SAIL RFA (RFA 2021-205) which is due on September 21st, 2021. The community will consist of approximately 64-78 affordable housing units. If awarded funding from Florida Housing Finance Corporation, Pine Lake Apartments shall incorporate the NOLA Project monitoring system with four (4) pan, tilt, zoom cameras throughout the property and one (1) license plate reader at the main entrance. Pine Lake Apartments will also have a CCTV camera system and allow the Quincy Police Department the ability to access the camera system remotely if they so desire.

Archway Partners, LLC

A handwritten signature in black ink, appearing to read 'Brett Green', with a stylized flourish at the end.

Brett Green, President

Date: July 22, 2021

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS PART
OF A LOCAL REVITALIZATION PLAN**

Name of Development: Pine Lake Residences

Development Location: Strong Road, Intersection of Strong Road and Green Meadow Ct, Quincy

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The above referenced Development is within the legal boundaries of a local revitalization plan, adopted on 12/08/1998 by the appointed or elected body of the general local government with the authority to regulate the use of the subject site, or an instrumentality thereof (e.g., City, County, Community Redevelopment Agency). Such plans may be in the form of a community redevelopment plan, as outlined in Section 163.362, F.S., or another type of neighborhood plan formally adopted by one of the entities above or adopted into a larger local planning framework, but that at a minimum provides the following standards:

- Contains a written description of streets and/or established landmarks, or a legal description of the boundaries of the local revitalization area and the reasons for establishing such boundaries shown in the plan.
- Shows by diagram or in general terms the street layouts; proposed use of buildings; the approximate number of dwelling units; and property intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.
- Includes public and private sector (other than the Applicant) investment and/or involvement in the designated area.
- Contains safeguards that the work of revitalization will be carried out pursuant to the plan.
- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the planning area.
- Describes actions taken by the below local government that have or will lead to broader economic investment in the area.
- Describes the public involvement process leading to the adoption of the final plan.

CERTIFICATION

I certify that the foregoing information is true and correct.

Signature

Print or Type Name

Name of Local Government

Print or Type Title

Name of Plan/Initiative

Date this form was signed

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable.

**FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE –
SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Pine Lake Residences

Development Location: Strong Road, Intersection of Strong Road and Green Meadow Ct, Quincy

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 84

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, Sewer Capacity or Package Treatment is available to the proposed Development; or there are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.

Signature

Name of Entity Providing Service

Print or Type Name

Address (street address, city, state)

Print or Type Title

Date Signed

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.