

## Green Cove Springs

### Tri-Party Net Metering Power Purchase Agreement

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), City of Green Cove Springs, a body politic (hereinafter "GCS"), and \_\_\_\_\_, a retail electric customer of the City of Green Cove Springs (hereinafter "Customer").

#### Section 1. Recitals

1.01. GCS and Customer have executed GCS' Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which GCS has agreed to permit interconnection of Customer's renewable generation to GCS' electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to GCS electric distribution system;

1.02. GCS and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which GCS has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS with all energy and capacity necessary to operate GCS' electric system, which limits GCS' ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting GCS to allow its customers to interconnect with GCS' electric system and to allow GCS customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from GCS customers interconnected to GCS' electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

#### Section 2. Interconnection

2.01. Customer shall not begin parallel operations with GCS' electric distribution system until Customer has executed GCS' Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. GCS requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. GCS shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the affect of the RGS on GCS' distribution system.

### **Section 3. Metering**

3.01 In accordance with GCS' Standard Interconnection Agreement for Customer-Owned Renewable Generation, GCS shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from GCS to the Customer, and (2) the flow of excess electricity from the Customer to GCS. GCS shall take meter readings on the same cycle as the otherwise applicable rate schedule.

### **Section 4. Purchase of Excess Customer-Owned Renewable Generation**

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset customer's demand for GCS electricity. All electric power and energy delivered by GCS to Customer shall be received and paid for by Customer to GCS pursuant to the terms, conditions and rates of the GCS' otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the GCS' electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to GCS' electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from GCS.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's 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. At the end of each calendar year, any unused excess energy credits shall be paid by GCS to the Customer in accordance with the GCS' Net Metering Service Rate Schedule.

4.04. FMPA and GCS shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any GCS equipment or part of the GCS electric system; or (b) if either FMPA or GCS determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to GCS 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 GCS pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating GCS customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on GCS' Electric System.

## **Section 5. Renewable Energy Credits**

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to GCS' electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

## **Section 6. Term and Termination**

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by GCS to Customer; or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or GCS' Standard Interconnection Agreement for Customer-Owned Renewable Generation.

## **Section 7. Miscellaneous Provisions**

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and GCS reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and GCS may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event FMPA and GCS will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and GCS, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Clay County, Florida, or the United States District Court sitting in Duval County, Florida, as appropriate.

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, GCS, 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 FMPA, GCS, 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 FMPA, GCS, 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 either FMPA or GCS of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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

**City of Green Cove Springs**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Florida Municipal Power Agency**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name)

\_\_\_\_\_  
(Signature)

Customer's GCS Electric Account Number: \_\_\_\_\_

**Tri-Party Net Metering Power Purchase Agreement  
Schedule A**

**I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit**

- a) FMPA shall pay GCS for the excess kWh energy delivered by customer-owned renewable generation to GCS' electric system. Every month, GCS shall determine the total kWh of customer-owned renewable generation that is delivered to GCS' electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2<sup>nd</sup> working day of every month. FMPA will then provide a monthly payment to GCS in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

**ARP Renewable Generation Credit = Quarterly Energy Rate \* Monthly kWh of excess customer-owned renewable generation**

**Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, August 1, November 1 and January 1.**

- b) As part of the monthly bill adjustment, FMPA will also increase GCS' kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto GCS' system has been purchased by FMPA, but will remain on GCS' system and be used by GCS to meet its other customers' electric needs. As a result, GCS' monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to GCS.

**II. Payment for Unused Excess Energy Credits**

- a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, GCS shall pay the Customer for any unused excess energy credits in accordance with the GCS' Net Metering Service Rate Schedule.