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January 21, 2022

Florida Public Service Commission
Adam Teitzman, Commission Clerk
Office of the Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: City of Green Cove Springs, Florida – Revised Net-Metering Related Tariff Sheets

Dear Mr. Teitzman:

This letter is submitted on behalf of the City of Green Cove Springs, Florida pursuant to Rules 25-9.05 through 25-9.071 of the *Florida Administrative Code*.

Electronically filed are the city's following net metering rate tariff sheets in legislative and final filing formats:

- a. First Revised Sheets Nos. 14.5 – 14.6, and Original Sheet No. 14.7 – *Application for Interconnection of Customer-Owned Renewable Generations Systems*;
- b. First Revised Sheets Nos. 17.0 – 17.5 – *GCS Tri-Party Net Metering Power Purchase Agreement*;
- c. First Revised Sheets Nos. 18.0 – 18.7 – *Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*;
- d. First Revised Sheets Nos. 19.0 – 19.7 – *Tier 2 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*, and,
- e. First Revised Sheets Nos. 20.0 – 20.8 – *Tier 3 – Standard Interconnection Agreement Customer-Owned Renewable Generation System*.

Please contact our office if there are any questions.

Very truly yours,

/s/

Jody Lamar Finklea
General Counsel and Chief Legal Officer

~~GREEN COVE SPRINGS ELECTRIC UTILITY~~
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
GENERATION SYSTEMS

TIER 1 - 10 ~~k~~kW or ~~L~~Less

TIER 2 - Greater than 10 ~~k~~kW and ~~L~~Less ~~T~~Than or ~~E~~Equal to 100 ~~k~~kW

TIER 3 - Greater than 100 ~~k~~kW and ~~L~~Less ~~T~~Than or ~~E~~Equal to 2 MW

Green Cove Springs Electric Utility (GCS) customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with GCS's electrical system are required to complete this application. When the completed application and fees are returned to Green Cove Springs Electric the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Hall, 321 Walnut Street, Green Cove Springs or may be downloaded from the city website at www.greencovesprings.com.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: ~~—~~Zip ~~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.)

(Continued to Sheet No. 14.6)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

**APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS**

TIER 1 - 10-kW or less

TIER 2 - Greater than 10-kW and less than or equal to 100-kW

TIER 3 - Greater than 100-kW and less than or equal to 2-MW

Green Cove Springs Electric Utility (GCS) customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with GCS's electrical system are required to complete this application. When the completed application and fees are returned to Green Cove Springs Electric the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at the City Hall, 321 Walnut Street, Green Cove Springs or may be downloaded from the city website at www.greencovesprings.com.

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.)

(Continued to Sheet No. 14.6)

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 \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of ~~\$2500.00~~up to \$10,000.00 (based on estimated costs to be determined at time of application) will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The Customer will be responsible for actual costs of the study, ~~not to exceed \$ 2500.00.~~ Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to GCS Electric by the Customer.

A. Documentation demonstrating that the installation complies with the following:

1. IEEE 1547 (2003~~18~~) 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~~10~~) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with GCS Electric system to ensure compliance with applicable local codes.

(Continued to Sheet No. 14.7)

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 \$ 320.00 for Tier 2 and \$ 470.00 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of up to \$10,000.00 (based on estimated costs to be determined at time of application) will be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The Customer will be responsible for actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the Customer.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to GCS Electric by the Customer.

A. Documentation demonstrating that the installation complies with the following:

1. IEEE 1547 (2018) 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 (2010) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with GCS Electric system to ensure compliance with applicable local codes.

(Continued to Sheet No. 14.7)

C. Proof of insurance in the amount of:

Tier 1 - \$100,000.00 Systems with a gross power rating of 10-kW or less shall not be required to provide proof of insurance. However, it is highly recommended that such customers carry an appropriate level of such insurance.

Tier 2 - \$1,000,000.00 Systems with a gross power rating of more than 10-kW, but not more than 100-kW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$1,000,000 / \$1,000,000. Such proof of insurance shall name the City as certificate holder and be provided to the City prior to interconnection and at least annually thereafter.

Tier 3 - \$2,000,000.00 Systems with a gross power rating of more than 100-kW, but not more than 2-MW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$2,000,000 / \$2,000,000. Such proof of insurance shall name the City as certificate holder and be provided to the City prior to interconnection and at least annually thereafter.

Customer:

By: _____ Date: _____
(Print Name)

(Signature)

C. Proof of insurance:

- Tier 1 - Systems with a gross power rating of 10-kW or less shall not be required to provide proof of insurance. However, it is highly recommended that such customers carry an appropriate level of such insurance.
- Tier 2 - Systems with a gross power rating of more than 10-kW, but not more than 100-kW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$1,000,000 / \$1,000,000. Such proof of insurance shall name the City as certificate holder and be provided to the City prior to interconnection and at least annually thereafter.
- Tier 3 - Systems with a gross power rating of more than 100-kW, but not more than 2-MW, shall provide proof of continuous general liability insurance covering personal injury and property damage with coverage limits of not less than \$2,000,000 / \$2,000,000. Such proof of insurance shall name the City as certificate holder and be provided to the City prior to interconnection and at least annually thereafter.

Customer:

By: _____ Date: _____
(Print Name)

(Signature)

**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 "GCSUtility"), and ~~a retail electric customer~~ _____, the owner or lessee of a renewable generation system located within the service territory of the City of Green Cove Springs Utility (hereinafter "CustomerRGS Owner").

Section 1. Recitals

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

1.02. GCSUtility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which GCSUtility has agreed to purchase and receive, and FMPA has agreed to sell and supply GCSthe Utility with all energy and capacity necessary to operate the GCSUtility's electric system, which limits GCS'Utility's 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 GCSUtility to allow its customers to interconnect with GCS'Utility's electric system and to allow GCSUtility's 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'Utility's 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. CustomerRGS Owner shall not begin parallel operations with GCS'Utility's electric distribution system until CustomerRGS Owner has executed GCS'Utility's Standard

Interconnection Agreement for Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. ~~GCS~~The Utility requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. ~~GCS~~Utility 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.~~

(Continued on Sheet No. 17.1)

Issued by: ~~Danielle Judd~~Mike Null
~~2012~~May 18, 2021
Assistant City Manager

Effective: ~~January 17,~~

**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 “Utility”), and _____, the owner or lessee of a renewable generation system located within the service territory of the City of Green Cove Springs Utility (hereinafter “RGS Owner”).

Section 1. Recitals

1.01. Utility and RGS Owner have executed Utility’s Standard Interconnection Agreement for a Customer-Owned Renewable Generation System pursuant to which Utility has agreed to permit interconnection of RGS Owner’s renewable generation to electric system at _____ (hereinafter “Premises”), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner’s renewable generation system to Utility’s electric distribution system;

1.02. Utility and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the “ARP Contract”) pursuant to which Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply the Utility with all energy and capacity necessary to operate the Utility’s electric system, which limits Utility’s 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 Utility to allow its customers to interconnect with Utility’s electric system and to allow Utility’s 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 interconnected to Utility’s 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. RGS Owner shall not begin parallel operations with Utility’s electric distribution system until RGS Owner has executed Utility’s Standard Interconnection Agreement for Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. The Utility requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

(Continued on Sheet No. 17.1)

Issued by: Mike Null
Assistant City Manager

Effective: May 18, 2021

Section 3. Metering

3.01 In accordance with the ~~GCS~~the Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation, ~~GCS~~Utility shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from ~~GCS~~Utility to the ~~Customer~~RGS Owner, and (2) the flow of excess electricity from the ~~Customer~~RGS Owner to ~~GCS~~Utility. ~~GCS~~Utility 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~~RGS Owner's own load and shall offset ~~customer's~~RGS Owner's demand for GCS electricity. All electric power and energy delivered by ~~GCS~~Utility to ~~Customer~~RGS Owner shall be received and paid for by ~~Customer~~RGS Owner to ~~GCS~~Utility pursuant to the terms, conditions and rates of the ~~GCS~~Utility's otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the ~~GCS~~Utility's 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~~at the Premises and is delivered to ~~GCS~~Utility's electric distribution system. FMPA agrees to purchase and receive, and ~~Customer~~RGS Owner 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~~Utility for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for ~~Customer's~~energy consumption at the Premises 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~~at the Premises 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~~Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require ~~Customer~~RGS Owner 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~~Utility equipment or part of the ~~GCS~~Utility electric system; or (b) if either FMPA or ~~GCS~~Utility 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.

(Continued on Sheet No. 17.2)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

Section 3. Metering

3.01 In accordance with the Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation, Utility shall install metering equipment at the point of delivery capable of recording two separate meter readings: (1) the flow of electricity from Utility to the RGS Owner, and (2) the flow of excess electricity from the RGS Owner to Utility. Utility 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 RGS Owner's own load and shall offset RGS Owner's demand for GCS electricity. All electric power and energy delivered by Utility to RGS Owner shall be received and paid for by RGS Owner pursuant to the terms, conditions, and rates of the Utility's otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the Utility's 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 at the Premises and is delivered to Utility's electric distribution system. FMPA agrees to purchase and receive, and RGS Owner 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 the monthly energy consumption bill from Utility for the Premises.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises 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 energy consumption at the Premises for a period of not more than twelve (12) months.

4.04. FMPA and Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require RGS Owner 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 Utility equipment or part of the Utility electric system; or (b) if either FMPA or Utility 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.

(Continued on Sheet No. 17.2)

~~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~~RGS Owner 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'Utility's~~ 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~~RGS Owner for the purposes of measuring Green Attributes, including any renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the ~~Customer~~RGS Owner, unless determined otherwise during negotiations for the sale of the ~~Customer~~RGS Owner'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 ~~GCSUtility~~ to ~~Customer~~RGS Owner; or (b) failure by ~~Customer~~RGS Owner to comply with any of the terms and conditions of this Agreement or ~~GCS'Utility's~~ Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03 This ~~Agreement~~ supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility, and RGS Owner for the net metering of customer-owned renewable generation at the Premises.

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.

(Continued to Sheet No.17.3)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

Section 5. Renewable Energy Credits

5.01. RGS Owner 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 Utility's 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 RGS Owner for the purposes of measuring Green Attributes, including any renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the RGS Owner, unless determined otherwise during negotiations for the sale of the RGS Owner'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 Utility to RGS Owner; or (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

6.03 This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility, and RGS Owner for the net metering of customer-owned renewable generation at the Premises.

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.

(Continued to Sheet No.17.3)

~~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.~~

7.032. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, CustomerRGS Owner shall defend, indemnify, and hold harmless FMPA and GCSUtility, 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 CustomerRGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.043. 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.

7.054. 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.

7.065. 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.

7.076. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, GCSUtility, and CustomerRGS Owner, and no right or 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, GCSUtility, or CustomerRGS Owner, any

(Continued to Sheet No. 17.4)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

7.02. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, RGS Owner shall defend, indemnify, and hold harmless FMPA and Utility, 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 RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.03. 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.

7.04. 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.

7.05. 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.

7.06. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, Utility, and RGS Owner, and no right or 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, Utility, or RGS Owner, any

(Continued to Sheet No. 17.4)

Green Cove Springs Electric
Green Cove Springs, Florida
(Continued from Sheet No. 17.3)

~~Original~~First Revised Sheet No. 17.4
Canceling Original Sheet No. 17.4

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, GCSUtility, and ~~Customer~~RGS Owner 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 GCSUtility of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, ~~Customer~~RGS Owner and GCSUtility have executed this Agreement the day and year first above written.

City of Green Cove Springs (Utility)

Florida Municipal Power Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

~~Customer~~RGS Owner

By: _____

Date: _____

(Print Name)

(Signature)

Customer's GCSUtility Electric Account Number: _____

(Continued to Sheet No. 17.5)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

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, Utility, and RGS Owner 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 Utility of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

City of Green Cove Springs (Utility)

By: _____
Title: _____
Date: _____

Florida Municipal Power Agency

By: _____
Title: _____
Date: _____

RGS Owner

By: _____
(Print Name)

(Signature)

Date: _____

Customer's Utility Electric Account Number: _____

(Continued to Sheet No. 17.5)

Issued by: Mike Null
Assistant City Manager

Effective: May 18, 2021

**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 GCSUtility for the excess kWh energy delivered by customer-owned renewable generation to GCS'Utility's electric system. Every month, GCSUtility shall determine the total kWh of customer-owned renewable generation that is delivered to GCS'Utility's electric ~~system, and system and~~ shall send the information to FMPA as soon as it becomes available, but no later than the second (2nd) working day of every month. FMPA will then provide a monthly payment to GCSUtility 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~~3-month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, ~~August~~July 1, ~~November~~October 1 and January 1.

- b) As part of the monthly bill adjustment, FMPA will also increase GCS'Utility's 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'Utility's system has been purchased by ~~FMPA, but~~FMPA but will remain on GCS'Utility's system and be used by GCSUtility to meet its other customers' electric needs. As a result, GCS'Utility's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to GCSUtility.

II. Payment for Unused Excess Energy Credits

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

**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 Utility for the excess kWh energy delivered by customer-owned renewable generation to Utility's electric system. Every month, Utility shall determine the total kWh of customer-owned renewable generation that is delivered to Utility's electric system and shall send the information to FMPA as soon as it becomes available, but no later than the second (2nd) working day of every month. FMPA will then provide a monthly payment to Utility 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, July 1, October 1, and January 1.

- b) As part of the monthly bill adjustment, FMPA will also increase Utility's 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 Utility's system has been purchased by FMPA but will remain on Utility's system and be used by Utility to meet its other customers' electric needs. As a result, Utility's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to Utility.

II. Payment for Unused Excess Energy Credits

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

Tier 1 - Standard Interconnection Agreement
~~Standard Interconnection Agreement~~
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter called "CustomerRGS Owner"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "GCS ElectricUtility"), a body politic. CustomerRGS Owner and GCS ElectricUtility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place _____ (hereinafter called "Premises").

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system 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 CustomerRGS Owner's current electric requirements; and,

Whereas, ~~GCS ElectricUtility~~ operates an electric system serving the City of Green Cove Springs and surrounding eastern Clay County, FL entire service area of Green Cove Springs; and,

Whereas, CustomerRGS Owner has made a written Application for Interconnection of Customer-Owned Renewable Generation Systems to GCS ElectricUtility of Green Cove Springs, a copy being attached hereto, to interconnect its RGS with GCSUtility's electrical supply grid at the locationPremises identified above; and,

Whereas, ~~GCS ElectricGreen Cove Springs~~ and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which ~~GCS Electricthe Utility~~ has agreed to purchase and receive, and FMPA has agreed to sell and supply GCS Electric Utility with all energy and capacity necessary to operate Green-Cove Springs electricthe Utility's system, which limits GCS ElectricUtility's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting ~~GCS ElectricUtility~~ to allow its customers to interconnect with Green-Cove SpringsUtility's electric system and to allow ~~GCS Electric-Utility's~~ customersRGS Owners 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 ElectricUtility's customersRGS Owners interconnected to Green-Cove Springs-electricUtility's system; and,

Whereas, ~~GCS Electric~~ the Utility desires to provide interconnection of a RGS under conditions which will ~~insure~~ ensure the safety of ~~GCS Electric~~ Utility's customers and employees, reliability, and integrity of its distribution system;

(Continued on Sheet No. 18.1)

Issued by: ~~Danielle Judd~~ Mike Null
2021

Assistant City Manager

Effective: ~~January 17, 2012~~ May 18,

**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 "**RGS Owner**"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "**Utility**"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place

(hereinafter called "**Premises**").

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system 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 RGS Owner's current electric requirements; and,

Whereas, Utility operates an electric system serving the entire service area of Green Cove Springs; and,

Whereas, RGS Owner has made a written Application for Interconnection of Customer-Owned Renewable Generation Systems to the Utility of Green Cove Springs, a copy being attached hereto, to interconnect its RGS with Utility's electrical supply grid at the Premises identified above; and,

Whereas, Green Cove Springs and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply Utility with all energy and capacity necessary to operate the Utility's system, which limits Utility's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting Utility to allow its customers to interconnect with Utility's electric system and to allow Utility's RGS Owners 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 Utility's RGS Owners interconnected to Utility's system; and,

Whereas, the Utility desires to provide interconnection of a RGS under conditions which will ensure the safety of Utility's customers and employees, reliability, and integrity of its distribution system;

(Continued on Sheet No. 18.1)

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

1. The ~~Customer~~RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and ~~GCS Electric~~the Green Cove Springs Utility.
2. "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 ~~GCS Electric~~Utility's 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.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the ~~Customer~~RGS Owner's responsibility to notify ~~GCS Electric~~the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. 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~~RGS Owner. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).
4. The RGS GPR must not exceed 90 percent (90%) of the ~~Customer~~RGS Owner's ~~GCS Electric~~Utility's distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the ~~Customer~~RGS Owner shall be responsible ~~to pay for~~paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The ~~Customer~~RGS Owner shall not be required to pay any special fees due solely to the installation of the RGS.
6. The ~~Customer~~RGS Owner shall fully comply with ~~GCS Electric~~the Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by ~~GCS Electric~~the Utility from time to time.
7. The ~~Customer~~RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003~~18~~) 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~~10~~) 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.

(Continued on Sheet No. 18.2)

Issued by: ~~Danielle Judd~~ Mike Null
2021
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18,

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

1. The RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and the Green Cove Springs Utility.
2. "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 Utility's 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.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the RGS Owner's responsibility to notify the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. 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 RGS Owner. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).
4. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner's Utility's distribution service rating at the Customer's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The RGS Owner shall not be required to pay any special fees due solely to the installation of the RGS.
6. The RGS Owner shall fully comply with the Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.
7. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) 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 (2010) 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.

(Continued on Sheet No. 18.2)

8. The ~~Customer~~RGS Owner is not precluded from contracting for the lease, ~~operation~~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~~RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that ~~Customer~~RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than ~~GCS Electric~~Utility, then ~~Customer~~RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The ~~Customer~~RGS Owner shall provide a copy of the manufacturer's installation, ~~operation~~operation, and maintenance instructions to ~~GCS Electric~~the Utility. If the RGS is leased to the ~~Customer~~RGS Owner 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 ~~GCS Electric~~the Utility.

10. Prior to commencing parallel operation with ~~GCS electric system~~the Utility, ~~Customer~~RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. ~~Customer~~RGS Owner shall provide a copy of this inspection and approval to ~~GCS Electric~~the Utility.

11. The ~~Customer~~RGS Owner agrees to permit ~~GCS Electric~~the Utility, 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. ~~GCS Electric~~Utility will provide ~~Customer~~RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when ~~GCS Electric~~the Utility 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~~RGS Owner agrees to provide ~~GCS Electric~~the Utility access to the ~~Customer~~RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet ~~GCS Electric~~the Utility'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~~the RGS Owner shall provide written notification to ~~GCS Electric~~the Utility advising the electric utility of the date and time at which ~~Customer~~RGS Owner intends to place the system in service, and ~~GCS Electric~~Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. ~~Customer~~RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the ~~GCS Electric~~Utility's system upon a loss of ~~GCS Electric~~Utility's 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).

(Continued to Sheet No. 18.3)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

8. The RGS Owner 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. RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the Utility. If the RGS is leased to the RGS Owner 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 Utility.

10. Prior to commencing parallel operation with the Utility, RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. RGS Owner shall provide a copy of this inspection and approval to the Utility.

11. The RGS Owner agrees to permit the Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the Utility 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, RGS Owner agrees to provide the Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the Utility'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, the RGS Owner shall provide written notification to the Utility advising the electric utility of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility's system upon a loss of Utility's 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).

(Continued to Sheet No. 18.3)

13. If ~~Customer~~RGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then ~~Customer~~RGS Owner shall provide ~~GCS Electric~~the Utility with sixty (60) days advance written notice of the addition.

14. The ~~Customer~~RGS Owner shall not energize the ~~GCS Electric~~Utility's system when ~~GCS Electric~~Utility's system is deenergized. The ~~Customer~~RGS Owner shall cease to energize the ~~GCS Electric~~Utility's system during a faulted condition on the ~~GCS Electric~~Utility system and/or upon any notice from ~~GCS Electric~~the Utility that the deenergizing of ~~Customer~~RGS Owner's RGS equipment is necessary. The ~~Customer~~RGS Owner shall cease to energize the ~~GCS Electric~~Utility's system prior to automatic or non-automatic reclosing of ~~GCS Electric~~Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the ~~Customer~~RGS Owner's and ~~GCS Electric~~Utility's systems.

15. The ~~Customer~~RGS Owner 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 ~~GCS~~the Utility's electric system in delivering and restoring system power. ~~Customer~~RGS Owner agrees that any damage to any of its property, including, without limitation, all ~~components~~components, and related accessories of its RGS system, due to the normal or abnormal operation of ~~GCS~~the Utility's electric system, is at ~~Customer~~RGS Owner's sole risk and expense. ~~Customer~~RGS Owner 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.

16. The ~~Customer~~RGS Owner must install, at their 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~~RGS Owner wiring connected to ~~GCS~~Utility's electric system, such that back feed from the customer-owned renewable generation system to ~~GCS~~Utility'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 ~~GCS Electric~~Utility and capable of being locked in the open position with a ~~GCS Electric~~Utility padlock. When locked and tagged in the open position by ~~GCS Electric~~the Utility, this switch will be under the control of ~~GCS Electric~~Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by ~~GCS Electric~~Utility within thirty (30) calendar days of receipt of a completed application. ~~Customer~~RGS Owner must execute this Agreement and return it to ~~GCS Electric~~Utility at least thirty (30) calendar days prior to beginning parallel operations with ~~GCS~~Utility's electric system, subject to the requirements of Section 18, below, and within one (1) year after ~~GCS Electric~~the Green Cove Springs Utility executes this Agreement.

18. Once ~~GCS Electric Utility~~ has received ~~Customer~~RGS Owner'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 ~~GCS Electric Utility~~ representative, ~~GCS Electric Utility~~ will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 18.4)

Issued by: ~~Danielle Judd~~Mike Null
2021

Effective: ~~January 17, 2012~~May 18,

Assistant City Manager

13. If RGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then RGS Owner shall provide the Utility with sixty (60) days advance written notice of the addition.

14. The RGS Owner shall not energize the Utility's system when Utility's system is deenergized. The RGS Owner shall cease to energize the Utility's system during a faulted condition on the Utility system and/or upon any notice from the Utility that the deenergizing of RGS Owner's RGS equipment is necessary. The RGS Owner shall cease to energize the Utility's system prior to automatic or non-automatic reclosing of Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the RGS Owner's and Utility's systems.

15. The RGS Owner 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 Utility's electric system in delivering and restoring system power. RGS Owner 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 Utility's electric system, is at RGS Owner's sole risk and expense. RGS Owner 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.

16. The RGS Owner must install, at their 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 RGS Owner wiring connected to Utility's electric system, such that back feed from the customer-owned renewable generation system to Utility'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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by Utility within thirty (30) calendar days of receipt of a completed application. RGS Owner must execute this Agreement and return it to Utility at least thirty (30) calendar days prior to beginning parallel operations with Utility's electric system, subject to the requirements of Section 18, below, and within one (1) year after the Green Cove Springs Utility executes this Agreement.

18. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 18.4)

19. ~~GCS Electric~~Although not required for Tier 1 installations, the Utility highly recommends the ~~CustomerRGS Owner to provide and~~ maintain general liability insurance for personal injury and property damage, ~~in the amount of not less than one hundred thousand dollars (\$100,000.00).~~

20. ~~GCS Electric~~Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The ~~CustomerRGS Owner's~~ service associated with the RGS will be metered to measure the energy delivered by ~~GCS Electric~~Utility to ~~CustomerRGS Owner~~, and also measure the energy delivered by ~~CustomerRGS Owner~~ to ~~GCS Electric~~Utility. ~~CustomerRGS Owner~~ agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The ~~CustomerRGS Owner~~ shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the ~~CustomerRGS Owner~~ to ~~GCS Electric~~Utility.

21. 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.

22. The ~~CustomerRGS Owner~~ 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 ~~CustomerRGS Owner~~ agrees to provide ~~GCS Electric~~the Utility 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~GCS Electric~~Utility, relieve the ~~CustomerRGS Owner~~ of exclusive responsibility for the ~~Customer's RGS Owner's~~ system. Specifically, any ~~GCS Electric~~Utility 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. ~~GCS Electric~~Utility'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 15 and 26 of this Agreement, ~~CustomerRGS Owner~~ shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, ~~GCS Electric~~the Utility, at its sole and absolute discretion, may isolate the ~~CustomerRGS Owner's~~ system from the distribution grid by whatever means necessary, without prior notice to the ~~CustomerRGS Owner~~. 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. ~~GCS Electric~~The Utility shall have no obligation to compensate the ~~CustomerRGS Owner~~ for any loss of energy

during any and all periods when ~~Customer's RGS~~ Owner's RGS is operating at reduced capacity or is disconnected from ~~GCS electrical~~ Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the ~~Customer~~ RGS Owner's system include, but are not limited to, the following:

(Continued to Sheet No. 18.5)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

19. Although not required for Tier 1 installations, the Utility highly recommends the RGS Owner provide and maintain general liability insurance for personal injury and property damage.

20. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's service associated with the RGS will be metered to measure the energy delivered by Utility to RGS Owner, and also measure the energy delivered by RGS Owner to Utility. RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

21. The RGS Owner shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance, and ownership of the RGS.

22. The RGS Owner 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 RGS Owner agrees to provide the Utility 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility 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. Utility'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 15 and 26 of this Agreement, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, the Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the RGS Owner. 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 Utility shall have no obligation to compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's RGS is operating at reduced capacity or is disconnected from Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the RGS Owner's system include, but are not limited to, the following:

(Continued to Sheet No. 18.5)

- a. ~~GCS Electric~~Utility 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 ~~GCS Electric~~Utility equipment, any part of ~~GCS~~Utility's electrical distribution system or ~~Customer~~RGS Owner's generating system.
- c. Hazardous conditions existing on ~~GCS Electric~~ utility system due to the operation of the ~~Customer~~RGS Owner's generation or protective equipment as determined by ~~GCS Electric~~the Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~GCS Electric~~Utility's other electric consumers caused by the ~~Customer~~RGS Owner's generation as determined by ~~GCS Electric~~the Utility.
- e. When ~~Customer~~RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~GCS Electric~~Utility.
- f. When the ~~Customer~~RGS Owner fails to make any payments due to ~~GCS Electric~~Utility by the due date thereof.

25. Upon termination of services pursuant to this Agreement, ~~GCS Electric~~Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the ~~Customer~~RGS Owner's expense, within thirty (30) working days following the termination, the ~~Customer~~RGS Owner shall permanently isolate the RGS and any associated equipment from ~~GCS~~Utility's electric supply system, notify ~~GCS Electric~~Utility that the isolation is complete, and coordinate with ~~GCS Electric~~Utility for return of ~~GCS Electric~~the Utility's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, ~~Customer~~RGS Owner shall indemnify, defend and hold harmless ~~GCS Electric~~the Utility, 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~~RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of ~~Customer~~RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~GCS Electric~~Utility.
- b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generating system to, ~~GCS~~Utility's electrical distribution system, irrespective of any fault on the part of ~~GCS Electric~~Utility.
- c. The performance or nonperformance of ~~Customer~~RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of ~~Customer~~RGS Owner's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

~~Customer~~RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

(Continued to Sheet No. 18.6)

Issued by: ~~Danielle Judd~~Mike Null
2021
Assistant City Manager

Effective: ~~January 17, 2012~~May 18,

- a. Utility 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 Utility equipment, any part of Utility's electrical distribution system or RGS Owner's generating system.
- c. Hazardous conditions existing on utility system due to the operation of the RGS Owner's generation or protective equipment as determined by the Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by the RGS Owner's generation as determined by the Utility.
- e. When RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of Utility.
- f. When the RGS Owner fails to make any payments due to Utility by the due date thereof.

25. Upon termination of services pursuant to this Agreement, Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the RGS Owner's expense, within thirty (30) working days following the termination, the RGS Owner shall permanently isolate the RGS and any associated equipment from Utility's electric supply system, notify Utility that the isolation is complete, and coordinate with Utility for return of the Utility's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless the Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of Utility.
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to, Utility's electrical distribution system, irrespective of any fault on the part of Utility.
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of RGS Owner's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

(Continued to Sheet No. 18.6)

27. ~~Customer~~RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without ~~GCS Electric~~Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, ~~Customer~~RGS Owner shall provide written notice to ~~GCS Electric~~the Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the ~~Customer~~RGS Owner's rights and duties under this ~~Agreement, or 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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~GCS Electric~~Utility and ~~Customer~~RGS Owner 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.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, ~~rules~~rules, and regulations of the State of Florida and ~~GCS Electric's~~Green Cove Springs Utility's ~~Tariff~~ as it may be modified, changed, or amended from time to time, including any amendments, modifications or changes to ~~GCS Electric~~the Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer~~RGS Owner and ~~GCS Electric~~Utility 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 Clay County, Florida, and ~~GCS Electric~~the Utility and the ~~Customer~~RGS Owner 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 ~~GCS~~Utility's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by ~~GCS Electric, including~~Utility, including ~~GCS~~Utility'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.

(Continued to Sheet No. 18.7)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

27. RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, RGS Owner shall provide written notice to the Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the RGS Owner'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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the State of Florida and Green Cove Springs Utility tariff as it may be modified, changed, or amended from time to time, including any amendments, modifications or changes to the Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and Utility 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 Clay County, Florida, and the Utility and the RGS Owner 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 Utility's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Utility, including Utility'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.

(Continued to Sheet No. 18.7)

31. ~~GCS Electric Utility~~ and ~~CustomerRGS Owner~~ 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, ~~GCS Electric Utility~~ and ~~CustomerRGS Owner~~ agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. ~~CustomerRGS Owner~~ acknowledges that its provision of electricity to ~~GCS Electric Utility~~ 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 Electric Utility~~ pursuant to the ~~GCS Electric Green Cove Springs Utility~~'s Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating ~~GCS Electric Utility~~ customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on ~~GCS Utility~~'s electric system.

33. This Agreement is solely for the benefit of ~~GCS Electric Utility~~ and ~~CustomerRGS Owner~~ 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 ~~GCS Electric Utility~~ or ~~CustomerRGS Owner~~, 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 ~~GCS Electric Utility~~ and ~~CustomerRGS Owner~~ 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 ~~GCS Electric Utility~~ of the sovereign immunity applicable to ~~GCS Electric Utility~~ as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, ~~CustomerRGS Owner~~ and ~~GCS Electric Utility~~ have executed this Agreement the day and year first above written.

Green Cove Springs Electric (~~GCS Utility~~):

~~CustomerRGS Owner~~:

By: _____

By: _____
(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

GCS (~~Utility~~) Electric Account Number:

31. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Green Cove Springs Utility's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's electric system.

33. This Agreement is solely for the benefit of Utility and RGS Owner 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 Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to Utility as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

Green Cove Springs Electric (Utility):

By: _____

Title: _____

Date: _____

RGS Owner:

By: _____
(Print Name)

(Signature)

Date: _____

GCS (Utility) Electric Account Number:

Green Cove Springs Electric
Green Cove Springs, Florida

~~Original~~First Revised Sheet No. 19.0
Canceling Original Sheet No. 19.0

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~~RGS Owner"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "~~GCS Electric~~Utility"), a body politic. ~~Customer~~RGS Owner and ~~GCS Electric~~Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: _____ (hereinafter called "Premises").

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system 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, ~~GCS Electric~~Utility operates an electric system serving the entire service area of the City of Green Cove Springs and surrounding eastern Clay County, FL; and

Whereas, ~~Customer~~RGS Owner has made a written Application to ~~GCS Electric~~Utility, a copy being attached hereto, to interconnect its RGS with ~~GCS Electric~~Utility's electrical supply grid at the ~~location~~Premises identified above; and

Whereas, Green Cove Springs Electric and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which ~~GCS Electric~~the Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply ~~GCS Electric~~the Utility with all energy and capacity necessary to operate ~~GCS Electric~~the Utility's electric system, which limits ~~GCS Electric~~Utility's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting ~~GCS Electric~~Utility to allow its customers to interconnect with ~~GCS Electric~~Utility's system and to allow ~~GCS Electric~~Utility's 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 Electric customers interconnected to ~~GCS Electric~~Utility's system; and

Whereas, ~~GCS Electric~~the Utility desires to provide interconnection of a RGS under conditions which will ~~i~~ensure the safety of ~~GCS Electric~~Utility customers and employees, reliability, and integrity of its distribution system;

(Continued on Sheet No. 19.1)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

**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 "**RGS Owner**"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "Utility"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:

(hereinafter called "**Premises**").

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system 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, Utility operates an electric system serving the entire service area of the City of Green Cove Springs; and

Whereas, RGS Owner has made a written Application to Utility, a copy being attached hereto, to interconnect its RGS with Utility's electrical supply grid at the Premises identified above; and

Whereas, Green Cove Springs and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply the Utility with all energy and capacity necessary to operate the Utility's electric system, which limits Utility's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting Utility to allow its customers to interconnect with Utility's system and to allow Utility's 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 Electric customers interconnected to Utility's system; and

Whereas, the Utility desires to provide interconnection of a RGS under conditions which will ensure the safety of Utility customers and employees, reliability, and integrity of its distribution system;

(Continued on Sheet No. 19.1)

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

1. The ~~Customer~~RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and ~~GCS Electric~~Utility.
2. "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 ~~GCS Electric~~Utility's 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.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the ~~Customer~~RGS Owner's responsibility to notify ~~GCS Electric~~ of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2-MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the ~~Customer~~RGS Owner's ~~GCS Electric~~Utility distribution service rating at the ~~Customer~~RGS Owner's location. If the GPR does exceed the 90 percent (90%) limit, the ~~Customer~~RGS Owner shall be responsible ~~to pay for~~paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The ~~Customer~~RGS Owner shall be required to pay a non-refundable application fee of \$ 320.00 for the review and processing of the application.
6. The ~~Customer~~RGS Owner shall fully comply with ~~GCS Electric~~Utilities's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by ~~GCS Electric~~the Utility from time to time.
7. The ~~Customer~~RGS Owner certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003~~18~~) 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~~10~~) 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; and.

e. The manufacturer's installation, operation, and maintenance instructions.

(Continued to Sheet No. 19.2)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

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

1. The RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and Utility.
2. "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 Utility's 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.
3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the RGS Owner's responsibility to notify of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2-MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner's Utility distribution service rating at the RGS Owner's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The RGS Owner shall be required to pay a non-refundable application fee of \$ 320.00 for the review and processing of the application.
6. The RGS Owner shall fully comply with Utilities' Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.
7. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) 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 (2010) 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; and,
 - e. The manufacturer's installation, operation, and maintenance instructions.

(Continued to Sheet No. 19.2)

8. The ~~Customer~~RGS Owner 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~~RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that ~~Customer~~RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than ~~GCS Electric~~the Utility, then ~~Customer~~RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The ~~Customer~~RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to ~~GCS Electric~~the Utility. If the RGS is leased to the ~~Customer~~RGS Owner 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 ~~GCS Electric~~Utility.

10. Prior to commencing parallel operation with ~~GCS Electric~~Utility's system, ~~Customer~~RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. ~~Customer~~RGS Owner shall provide a copy of this inspection and approval to ~~GCS Electric~~the Utility.

11. The ~~Customer~~RGS Owner agrees to permit ~~GCS Electric~~the Utility, 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. ~~GCS Electric~~Utility will provide ~~Customer~~RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when ~~GCS Electric~~Utility 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~~RGS Owner agrees to provide ~~GCS Electric~~Utility access to the ~~Customer~~RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet ~~GCS Electric~~Utility'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~~RGS Owner shall provide written notification to ~~GCS Electric~~the Utility advising ~~GCS Electric~~it of the date and time at which ~~Customer~~RGS Owner intends to place the system in service, and ~~GCS Electric~~the Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. ~~Customer~~RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the ~~GCS Electric~~Utility system upon a loss of ~~GCS Electric~~Utility 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).

(Continued to Sheet No. 19.3)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

8. The RGS Owner 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. RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than the Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the Utility. If the RGS is leased to the RGS Owner 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 Utility.

10. Prior to commencing parallel operation with Utility's system, RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. RGS Owner shall provide a copy of this inspection and approval to the Utility.

11. The RGS Owner agrees to permit the Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when Utility 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, RGS Owner agrees to provide Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to the Utility advising it of the date and time at which RGS Owner intends to place the system in service, and the Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility 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).

(Continued to Sheet No. 19.3)

13. If CustomerRGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then CustomerRGS Owner shall provide ~~GCS-ElctricUtility~~ with sixty (60) days advance written notice of the addition.

14. The CustomerRGS Owner shall not energize the ~~GCS-ElctricUtility's~~ system when ~~GCS-Elctric's~~the system is deenergized. The CustomerRGS Owner shall cease to energize the ~~GCS-ElctricUtility's~~ system during a faulted condition on the ~~GCS-ElctricUtility's~~ system and/or upon any notice from ~~GCS-ElctricUtility~~ that the deenergizing of Customer's-RGS Owner's RGS equipment is necessary. The CustomerRGS Owner shall cease to energize the ~~GCS-ElctricUtility's~~ system prior to automatic or non-automatic reclosing of ~~GCS-ElctricUtility's~~ protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the CustomerRGS Owner and ~~GCS-ElctricUtility~~ systems.

15. The CustomerRGS Owner 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 ~~GCS-ElctricUtility's~~ system in delivering and restoring system power. CustomerRGS Owner agrees that any damage to any of its property, including, without limitation, all ~~components~~components, and related accessories of its RGS system, due to the normal or abnormal operation of ~~GCS-ElctricUtility's~~ system, is at CustomerRGS Owner's sole risk and expense. CustomerRGS Owner 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.

16. The CustomerRGS Owner must install, at their 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 CustomerRGS Owner wiring connected to ~~GCS-Elctricthe Utility's~~ system such that back feed from the customer-owned renewable generation system to ~~GCS-ElctricUtility's~~ 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 ~~GCS-ElctricUtility~~ and capable of being locked in the open position with a ~~GCS-ElctricUtility~~ padlock. When locked and tagged in the open position by ~~GCS-Elctricthe Utility~~, this switch will be under the control of ~~GCS-Elctricthe Utility~~.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by ~~GCS-Elctricthe Utility~~ within thirty (30) calendar days of receipt of a completed application. CustomerRGS Owner must execute this Agreement and return it to ~~GCS-ElctricUtility~~ at least thirty (30) calendar days prior to beginning parallel operations with ~~GCS-ElctricUtility's~~ system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after ~~GCS-Elctricthe Utility~~ executes this Agreement.

18. Once ~~GCS Electric Utility~~ has received ~~Customer~~RGS Owner'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 ~~GCS Electric Utility~~ representative, ~~GCS Electric Utility~~ will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 19.4)

Issued by: ~~Danielle Judd~~Mike Null
2021

Assistant City Manager

Effective: ~~January 17, 2012~~May 18,

13. If RGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then RGS Owner shall provide Utility with sixty (60) days advance written notice of the addition.

14. The RGS Owner shall not energize the Utility's system when the system is deenergized. The RGS Owner shall cease to energize the Utility's system during a faulted condition on the Utility's system and/or upon any notice from Utility that the deenergizing of RGS Owner's RGS equipment is necessary. The RGS Owner shall cease to energize the Utility's system prior to automatic or non-automatic reclosing of Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the RGS Owner and Utility systems.

15. The RGS Owner 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 Utility's system in delivering and restoring system power. RGS Owner 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 Utility's system, is at RGS Owner's sole risk and expense. RGS Owner 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.

16. The RGS Owner must install, at their 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 RGS Owner wiring connected to the Utility's system such that back feed from the customer-owned renewable generation system to Utility's 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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of the Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Utility within thirty (30) calendar days of receipt of a completed application. RGS Owner must execute this Agreement and return it to Utility at least thirty (30) calendar days prior to beginning parallel operations with Utility's system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after the Utility executes this Agreement.

18. Once Utility has received RGS Owner'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 Utility representative, the Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

(Continued to Sheet No. 19.4)

19. ~~GCS Electric~~The Utility requires the ~~Customer~~RGS Owner of a system with a gross power rating of more than 10-kW but not more than 100-kW to ~~maintain~~provide proof of continuous general liability insurance for personal injury and property damage ~~in the amount with coverage limits~~ of not less than one million dollars (\$1,000,000.00). Such insurance proof shall name the Utility the certificate holder and be provided to the Utility prior to interconnection and at least annually thereafter.

20. ~~GCS Electric~~The Utility will furnish, install, ~~own~~own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The ~~Customer~~RGS Owner's service associated with the RGS will be metered to measure the energy delivered by ~~GCS Electric~~the Utility to ~~Customer~~RGS Owner, and also measure the energy delivered by ~~Customer~~the RGS Owner to ~~GCS Electric~~the Utility. ~~Customer~~RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The ~~Customer~~RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the ~~Customer~~RGS Owner to ~~GCS Electric~~the Utility.

21. The ~~Customer~~RGS Owner shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, ~~maintenance~~maintenance, and ownership of the RGS.

22. The ~~Customer~~RGS Owner must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, ~~bonded~~bonded, and insured contractor to design and install the generating system. The ~~Customer~~RGS Owner agrees to provide ~~GCS Electric~~the Utility 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~GCS Electric~~the Utility, relieve the ~~Customer~~RGS Owner of exclusive responsibility for the ~~Customer~~RGS Owner's system. Specifically, any ~~GCS Electric~~Utility inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. ~~GCS Electric~~The Utility'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 15 and 26 of this Agreement, ~~Customer~~RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, ~~GCS Electric~~the Utility, at its sole and absolute discretion, may isolate the ~~Customer~~RGS Owner's system from the

distribution grid by whatever means necessary, without prior notice to the CustomerRGS Owner. 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. ~~GCS-Electric~~The Utility shall have no obligation to compensate the CustomerRGS Owner for any loss of energy during any and all periods when CustomerRGS Owner's RGS is operating at reduced capacity or is disconnected from ~~GCS-Electric~~the Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions, which may require the disconnection of the CustomerRGS Owner's system, include, but are not limited to, the following:

(Continued to Sheet No. 19.5)

Issued by: ~~Danielle Judd~~Mike Null
2021

Assistant City Manager

Effective: ~~January 17, 2012~~May 18,

19. The Utility requires the RGS Owner of a system with a gross power rating of more than 10-kW but not more than 100-kW to provide proof of continuous general liability insurance for personal injury and property damage with coverage limits of not less than one million dollars (\$1,000,000.00). Such insurance proof shall name the Utility the certificate holder and be provided to the Utility prior to interconnection and at least annually thereafter.

20. The Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's service associated with the RGS will be metered to measure the energy delivered by the Utility to RGS Owner, and also measure the energy delivered by the RGS Owner to the Utility. RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to the Utility.

21. The RGS Owner shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance, and ownership of the RGS.

22. The RGS Owner 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 RGS Owner agrees to provide the Utility 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.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by the Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The Utility'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 15 and 26 of this Agreement, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, the Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the RGS Owner. 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 Utility shall have no obligation to compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's RGS is operating at reduced capacity or is disconnected from the Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions, which may require the disconnection of the RGS Owner's system, include, but are not limited to, the following:

(Continued to Sheet No. 19.5)

- a. ~~GCS Electric~~Utility's system emergencies, forced outages, uncontrollable ~~forces~~forces, or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any ~~GCS Electric~~Utility equipment, any part of ~~GCS Electric~~Utility's distribution system or ~~Customer~~RGS Owner's generating system.
- c. Hazardous conditions existing on ~~GCS Electric~~Utility's ~~utility~~ system due to the operation of the ~~Customer~~RGS Owner's generation or protective equipment as determined by ~~GCS Electric~~the Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~GCS Electric~~the Utility's other electric consumers caused by the ~~Customer~~RGS Owner's generation as determined by ~~GCS Electric~~the Utility.
- e. When ~~Customer~~RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~GCS Electric~~the Utility.
- f. When the ~~Customer~~RGS Owner fails to make any payments due to ~~GCS Electric~~the Utility by the due date thereof.

25. Upon termination of services pursuant to this Agreement, ~~GCS Electric~~the Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the ~~Customer~~RGS Owner's expense, within thirty (30) working days following the termination, the ~~Customer~~RGS Owner shall permanently isolate the RGS and any associated equipment from ~~GCS Electric~~the Utility's supply system, notify ~~GCS Electric~~Utility that the isolation is complete, and coordinate with ~~GCS Electric~~the Utility for return of ~~GCS Electric's~~locks.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, ~~Customer~~RGS Owner shall indemnify, defend and hold harmless ~~GCS Electric~~the Utility, 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~~RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of ~~Customer~~RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~GCS Electric~~the Utility.
- b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generating system to, ~~GCS Electric~~the Utility's distribution system, irrespective of any fault on the part of ~~GCS Electric~~Utility.
- c. The performance or nonperformance of ~~Customer~~RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of ~~Customer~~RGS Owner's governing bodies and its officers, contractors (and any

subcontractor or material supplier thereof), agents and employees. ~~Customer~~RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. ~~Customer~~RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without ~~GCS Electric~~the Utility's prior written consent and such consent shall not be unreasonably

(Continued to Sheet No. 19.6)

Issued by: ~~Danielle Judd~~Mike Null
2021
Assistant City Manager

Effective: ~~January 17, 2012~~May 18,

- a. Utility's 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 Utility equipment, any part of Utility's distribution system or RGS Owner's generating system.
- c. Hazardous conditions existing on Utility's system due to the operation of the RGS Owner's generation or protective equipment as determined by the Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the Utility's other electric consumers caused by the RGS Owner's generation as determined by the Utility.
- e. When RGS Owner is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the Utility.
- f. When the RGS Owner fails to make any payments due to the Utility by the due date thereof.

25. Upon termination of services pursuant to this Agreement, the Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the RGS Owner's expense, within thirty (30) working days following the termination, the RGS Owner shall permanently isolate the RGS and any associated equipment from the Utility's supply system, notify Utility that the isolation is complete, and coordinate with the Utility for return of its lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless the Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the Utility.
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to, the Utility's distribution system, irrespective of any fault on the part of Utility.
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of RGS Owner's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees. RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without the Utility's prior written consent and such consent shall not be unreasonably

(Continued to Sheet No. 19.6)

withheld. If there is a change in ownership of the RGS, ~~Customer~~RGS Owner shall provide written notice to ~~GCS Electric~~Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the ~~Customer~~RGS Owner's rights and duties under this ~~Agreement, or 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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~GCS Electric~~Utility and ~~Customer~~RGS Owner 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.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, ~~rules~~rules, and regulations of the State of Florida and ~~GCS Electric~~Utility's ~~T~~tariff as it may be modified, changed, or amended from time to time, including any amendments, ~~modification~~modifications, or changes to ~~GCS Electric's~~Green Cove Springs Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer~~RGS Owner and ~~GCS Electric~~Utility 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 Clay County, Florida, and ~~GCS Electric~~Utility and the ~~Customer~~RGS Owner 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 ~~GCS Electric~~the Utility's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by ~~GCS Electric~~the Utility, including ~~GCS Electric's~~Green Cove Springs'

(Continued to Sheet No. 19.7)

Issued by: ~~Danielle Judd~~ Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~ May 18, 2021

withheld. If there is a change in ownership of the RGS, RGS Owner shall provide written notice to Utility at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the RGS Owner'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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the State of Florida and Utility's tariff as it may be modified, changed, or amended from time to time, including any amendments, modifications, or changes to Green Cove Springs Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and Utility 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 Clay County, Florida, and Utility and the RGS Owner 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 Utility's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the Utility, including Green Cove Springs' Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules, and regulations and

(Continued to Sheet No. 19.7)

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.

31. ~~GCS Electric Utility~~ and ~~Customer RGS Owner~~ 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, ~~GCS Electric Utility~~ and ~~Customer RGS Owner~~ agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. ~~Customer RGS Owner~~ acknowledges that its provision of electricity to ~~GCS Electric Utility~~ 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 Electric Utility~~ pursuant to the ~~GCS Electric's Green Cove Springs~~' Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating ~~GCS Electric Utility~~ customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on ~~GCS Electric Utility~~'s system.

33. This Agreement is solely for the benefit of ~~GCS Electric Utility~~ and ~~Customer the RGS Owner~~ 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 ~~GCS Electric Utility~~ or ~~Customer RGS Owner~~, 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 ~~GCS Electric Utility~~ and ~~Customer the RGS Owner~~ 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 ~~GCS Electric Utility~~ of the sovereign immunity applicable to ~~GCS Electric Utility~~ as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, ~~Customer RGS Owner~~ and ~~GCS Electric Utility~~ have executed this Agreement the day and year first above written.

Green Cove Springs Electric (Utility):

~~Customer RGS Owner~~:

By: _____

By: _____

(Print Name)

Title: _____

Date: _____

(Signature)

Date: _____

Issued by: ~~Danielle Judd~~ Mike Null
~~2012~~ May 18, 2021

Effective: January 17,

Assistant City Manager

GCS ~~Electric~~(Utility) Account Number:

Issued by: ~~Danielle Judd~~Mike Null
~~2012~~May 18, 2021
Assistant City Manager

Effective: ~~January 17,~~

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.

31. Utility and RGS Owner 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 Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. RGS Owner acknowledges that its provision of electricity to the Utility 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 Utility pursuant to the Green Cove Springs' Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's system.

33. This Agreement is solely for the benefit of the Utility and the RGS Owner 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 Utility or RGS Owner, 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 Utility and the RGS Owner 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 Utility of the sovereign immunity applicable to the Utility as established by Florida Statutes, 768.28.

IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

Green Cove Springs Electric (Utility):

By: _____

Title: _____

Date: _____

RGS Owner:

By: _____
(Print Name)

(Signature)

Date: _____

GCS (Utility) Account Number:

Issued by: Mike Null
Assistant City Manager

Effective: May 18, 2021

Tier 3 - Standard Interconnection Agreement

~~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~~RGS Owner"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "~~GCS Electric~~Utility"), a body politic. ~~Customer~~RGS Owner and ~~GCS Electric~~Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: _____ (~~hereinafter~~ called "Premises").

WITNESSETH

Whereas, a Tier 3 Renewable Generation System (RGS) is an electric generating system 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 more than 100 kilowatts (100-kW) but not greater than 2 megawatts (2-MW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and,

Whereas, ~~GCS Electric~~the Utility operates an electric system serving the entire service area of the City of Green Cove Springs and surrounding eastern Clay County, FL; and,

Whereas, ~~Customer~~RGS Owner has made a written Application to ~~GCS Electric~~the Utility, a copy being attached hereto, to interconnect its RGS with ~~GCS Electric~~Utility's supply grid at the location ~~in~~ identified above; and,

Whereas, ~~GCS Electric~~Green Cove Springs' Utility and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which ~~GCS Electric~~the Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply ~~GCS Electric~~Utility with all energy and capacity necessary to operate ~~GCS Electric~~Utility's system, which limits ~~GCS Electric~~Utility's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting ~~GCS Electric~~Utility to allow its customers to interconnect with ~~GCS Electric~~Utility's system and to allow ~~GCS Electric~~its 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 Electric~~the Utility's customers interconnected to ~~GCS Electric~~Utility's system; and,

Whereas, ~~GCS Electric~~Utility desires to provide interconnection of a RGS under conditions which will ~~insure~~ensure the safety of ~~GCS Electric~~the Utility's customers and employees, reliability, and integrity of its distribution system;

(Continued to Sheet No. 20.1)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

**Tier 3 - Standard Interconnection Agreement
Customer-Owned Renewable Generation System**

This **Agreement** is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called "**RGS Owner**"), located at _____ in _____, Florida, and Green Cove Springs Electric (hereafter called "Utility"), a body politic. RGS Owner and Utility shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: _____ (hereinafter called "Premises").

WITNESSETH

Whereas, a Tier 3 Renewable Generation System (RGS) is an electric generating system 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 more than 100 kilowatts (100-kW) but not greater than 2 megawatts (2-MW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and,

Whereas, the Utility operates an electric system serving the entire service area of the City of Green Cove Springs; and,

Whereas, RGS Owner has made a written Application to the Utility, a copy being attached hereto, to interconnect its RGS with Utility's supply grid at the location identified above; and,

Whereas, Green Cove Springs' Utility and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the Utility has agreed to purchase and receive, and FMPA has agreed to sell and supply Utility with all energy and capacity necessary to operate Utility's system, which limits Utility's ability to directly purchase excess energy from customer-owned renewable generation; and,

Whereas, in order to promote the development of small customer-owned renewable generation by permitting Utility to allow its customers to interconnect with Utility's system and to allow its 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 the Utility's customers interconnected to Utility's system; and,

Whereas, Utility desires to provide interconnection of a RGS under conditions which will ensure the safety of the Utility's customers and employees, reliability, and integrity of its distribution system;

(Continued to Sheet No. 20.1)

Issued by: Mike Null
Assistant City Manager

Effective: May 18, 2021

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

1. The CustomerRGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and GCS ElectricUtility.

~~2.~~ 2. “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 GCS ElectricUtility’s 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.

3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the CustomerRGS Owner’s responsibility to notify GCS Electricthe Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the ~~two-megawatt~~two-megawatt (2-MW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the CustomerRGS Owner’s GCS ElectricUtility distribution service rating at the CustomerRGS Owner’s location. If the GPR does exceed the 90 percent (90%) limit, the CustomerRGS Owner shall be responsible ~~to pay for~~ paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.

5. The CustomerRGS Owner shall be required to pay an non-refundable application fee of \$ ~~470.00~~up to \$10,000.00 (based on estimated costs to be determined at time of application) for the review and processing of the application. In addition to the application fee, the CustomerRGS Owner shall pay ~~a deposit of \$ 2500.00 to be applied toward for the actual~~ cost of anthe Interconnection Study. ~~The Customer shall be responsible for the actual cost of the study, not to exceed \$ 2500.00.~~ Should the actual cost of the study be less than the \$ ~~2500.00~~10,000.00 deposit, the difference shall be refunded to the CustomerRGS Owner.

6. The CustomerRGS Owner shall fully comply with GCS Electric’sthe Utility’s Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by GCS Electricthe Utility from time to time.

7. The CustomerRGS Owner certifies that its installation, its operationoperation, and its maintenance shall be in compliance with the following standards:

- a. IEEE-1547 (200318) 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~~10) Inverters, Converters, ~~Controllers~~Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*.

(Continued to Sheet No. 20.2)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

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

1. The RGS Owner shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and Utility.
2. "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 Utility's 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.
3. This agreement is strictly limited to cover a Tier 3 RGS as defined above. It is the RGS Owner's responsibility to notify the Utility of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the two-megawatt (2-MW) limit.
4. The RGS GPR must not exceed 90 percent (90%) of the RGS Owner's Utility distribution service rating at the RGS Owner's location. If the GPR does exceed the 90 percent (90%) limit, the RGS Owner shall be responsible for paying the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached.
5. The RGS Owner shall be required to pay an application fee of up to \$10,000.00 (based on estimated costs to be determined at time of application) for the review and processing of the application. In addition to the application fee, the RGS Owner shall pay for the actual cost of the Interconnection Study. Should the actual cost of the study be less than the \$10,000.00 deposit, the difference shall be refunded to the RGS Owner.
6. The RGS Owner shall fully comply with the Utility's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by the Utility from time to time.
7. The RGS Owner certifies that its installation, its operation, and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2018) 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 (2010) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*.

(Continued to Sheet No. 20.2)

- 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.
8. The ~~Customer~~RGS Owner 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~~RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that ~~Customer~~the RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than ~~GCS Electric~~the Utility, then ~~Customer~~RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.
9. The ~~Customer~~RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to ~~GCS Electric~~Utility. If the RGS is leased to the ~~Customer~~RGS Owner 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 ~~GCS Electric~~the Utility.
10. Prior to commencing parallel operation with ~~GCS Electric~~Utility's system, ~~Customer~~RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. ~~Customer~~RGS Owner shall provide a copy of this inspection and approval to ~~GCS Electric~~the Utility.
11. The ~~Customer~~RGS Owner agrees to permit ~~GCS Electric~~Utility, 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. ~~GCS Electric~~Utility will provide ~~Customer~~RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when ~~GCS Electric~~Utility 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~~RGS Owner agrees to provide ~~GCS Electric~~Utility access to the ~~Customer~~RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet ~~GCS Electric~~Utility'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~~RGS Owner shall provide written notification to ~~GCS Electric~~Utility advising ~~GCS Electric~~it of the date and time at which ~~Customer~~RGS Owner intends to place the system in service, and ~~GCS Electric~~Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

12. ~~Customer~~RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the ~~GCS Electric~~Utility system upon a loss of ~~GCS Electric~~Utility's power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory

(Continued to Sheet No. 20.3)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

- 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.
8. The RGS Owner 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. RGS Owner shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that the RGS Owner is determined to have engaged in the retail purchase of electricity from a party other than the Utility, then RGS Owner shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.
9. The RGS Owner shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to Utility. If the RGS is leased to the RGS Owner 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 Utility.
10. Prior to commencing parallel operation with Utility's system, RGS Owner shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. RGS Owner shall provide a copy of this inspection and approval to the Utility.
11. The RGS Owner agrees to permit Utility, 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. Utility will provide RGS Owner with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when Utility 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, RGS Owner agrees to provide Utility access to the RGS Owner's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet Utility'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, RGS Owner shall provide written notification to Utility advising it of the date and time at which RGS Owner intends to place the system in service, and Utility shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.
12. RGS Owner certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the Utility system upon a loss of Utility's power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory

(Continued to Sheet No. 20.3)

(NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by ~~GCS Electric~~the Utility, further design review, testing or additional equipment (as identified in any such study) may be required by ~~GCS Electric~~Utility.

13. If ~~Customer~~RGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then ~~Customer~~RGS Owner shall provide ~~GCS~~Utility Electric with 60-day advance written notice of the addition.

14. The ~~Customer~~RGS Owner shall not energize the ~~GCS Electric~~Utility system when ~~GCS Electric's~~sits system is deenergized. The ~~Customer~~RGS Owner shall cease to energize the ~~GCS Electric~~Utility's system during a faulted condition on the ~~GCS Electric~~Utility's system and/or upon any notice from ~~GCS Electric~~the Utility that the deenergizing of ~~Customer~~RGS Owner's RGS equipment is necessary. The ~~Customer~~RGS Owner shall cease to energize the ~~GCS Electric~~Utility's system prior to automatic or non-automatic reclosing of ~~GCS Electric~~Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the ~~Customer~~RGS Owner and ~~GCS Electric~~the Utility's systems.

15. The ~~Customer~~RGS Owner 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 ~~GCS Electric~~the Utility's system in delivering and restoring system power. ~~Customer~~RGS Owner agrees that any damage to any of its property, including, without limitation, all ~~components~~components, and related accessories of its RGS system, due to the normal or abnormal operation of ~~GCS Electric~~Utility's system, is at ~~Customer~~RGS Owner's sole risk and expense. ~~Customer~~RGS Owner 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.

16. The ~~Customer~~RGS Owner must install, at their 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~~RGW Owner wiring connected to ~~GCS Electric~~the Utility's system such that back feed from the customer-owned renewable generation system to ~~GCS Electric~~Utility's 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 ~~GCS Electric~~Utility and capable of being locked in the open position with a ~~GCS Electric's~~Utility padlock. When locked and tagged in the open position by ~~GCS Electric~~the Utility, this switch will be under the control of ~~GCS Electric~~the Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by ~~GCS Electric~~the Utility within 30 calendar days of receipt of a

completed application. ~~Customer~~RGS Owner must execute this Agreement and return it to ~~GCS ElectricUtility~~ at least 30 calendar days prior to beginning parallel operations with ~~GCS ElectricUtility~~'s system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after ~~GCS ElectricUtility~~ executes this Agreement.

(Continued to Sheet No. 20.4)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

(NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by the Utility, further design review, testing or additional equipment (as identified in any such study) may be required by Utility.

13. If RGS Owner adds another RGS that (i) utilizes the same utility-interactive inverter for both systems, or (ii) utilizes a separate utility-interactive inverter for each system, then RGS Owner shall provide Utility with 60-day advance written notice of the addition.

14. The RGS Owner shall not energize the Utility system when its system is deenergized. The RGS Owner shall cease to energize the Utility's system during a faulted condition on the system and/or upon any notice from the Utility that the deenergizing of RGS Owner's RGS equipment is necessary. The RGS Owner shall cease to energize the Utility's system prior to automatic or non-automatic reclosing of Utility's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the RGS Owner and the Utility's systems.

15. The RGS Owner 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 Utility's system in delivering and restoring system power. RGS Owner 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 Utility's system, is at RGS Owner's sole risk and expense. RGS Owner 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.

16. The RGS Owner must install, at their 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 RGS Owner wiring connected to the Utility's system such that back feed from the customer-owned renewable generation system to Utility's 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 Utility and capable of being locked in the open position with a Utility padlock. When locked and tagged in the open position by the Utility, this switch will be under the control of the Utility.

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Utility within 30 calendar days of receipt of a completed application. RGS Owner must execute this Agreement and return it to Utility at least 30 calendar days prior to beginning parallel operations with Utility's system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after Utility executes this Agreement.

(Continued to Sheet No. 20.4)

18. Once ~~GCS ElectricUtility~~ has received ~~CustomerRGS Owner~~'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 ~~GCS ElectricUtility~~ representative, ~~GCS ElectricUtility~~ will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.
19. ~~GCS ElectricUtility~~ requires the ~~CustomerRGS Owner~~ to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00).
20. ~~GCS ElectricUtility~~ will furnish, install, ~~own~~own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The ~~CustomerRGS Owner~~'s service associated with the RGS will be metered to measure the energy delivered by ~~GCS ElectricUtility~~ to ~~CustomerRGS Owner~~, and also measure the energy delivered by ~~CustomerRGS Owner~~ to ~~GCS ElectricUtility~~. ~~CustomerRGS Owner~~ agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The ~~CustomerRGS Owner~~ shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the ~~CustomerRGS Owner~~ to ~~GCS ElectricUtility~~.
21. The ~~CustomerRGS Owner~~ shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, ~~maintenance~~maintenance, and ownership of the RGS.
22. The ~~CustomerRGS Owner~~ must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, ~~bonded~~bonded, and insured contractor to design and install the generating system. The ~~CustomerRGS Owner~~ agrees to provide ~~GCS ElectricUtility~~ 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, ~~was~~has been approved, and met all electrical and mechanical qualifications.
23. In no event shall any statement, representation, or lack thereof, either express or implied, by ~~GCS ElectricUtility~~, relieve the ~~CustomerRGS Owner~~ of exclusive responsibility for the ~~CustomerRGS Owner~~'s system. Specifically, any ~~GCS ElectricUtility~~ inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. ~~GCS ElectricUtility~~'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 15 and 26 of this Agreement, ~~CustomerRGS Owner~~ shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, ~~GCS Electric~~The Utility, at its sole and absolute discretion, may isolate the ~~Customer~~RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the ~~Customer~~RGS Owner. 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. ~~GCS Electric~~The Utility shall have no obligation to

(Continued to Sheet No. 20.5)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

18. Once Utility has received RGS Owner'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 Utility representative, Utility will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. Utility requires the RGS Owner to maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000.00).

20. Utility will furnish, install, own, and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The RGS Owner's service associated with the RGS will be metered to measure the energy delivered by Utility to RGS Owner, and also measure the energy delivered by RGS Owner to Utility. RGS Owner agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The RGS Owner shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the RGS Owner to Utility.

21. The RGS Owner shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance, and ownership of the RGS.

22. The RGS Owner 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 RGS Owner agrees to provide Utility 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 met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by the Utility, relieve the RGS Owner of exclusive responsibility for the RGS Owner's system. Specifically, any Utility inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The Utility'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 15 and 26 of this Agreement, RGS Owner shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, the Utility, at its sole and absolute discretion, may isolate the RGS Owner's system from the distribution grid by whatever means necessary, without prior notice to the RGS Owner. 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 Utility shall have no obligation to

(Continued to Sheet No. 20.5)

compensate the CustomerRGS Owner for any loss of energy during any and all periods when CustomerRGS Owner's RGS is operating at reduced capacity or is disconnected from GCS Electricthe Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the CustomerRGS Owner's system include, but are not limited to, the following:

- a. ~~GCS Electric~~Utility system emergencies, forced outages, uncontrollable ~~forces~~forces, or compliance with prudent electric utility practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any ~~GCS ElectricUtility~~ equipment, any part of ~~GCS ElectricUtility~~'s distribution system or CustomerRGS Owner's generating system.
- c. Hazardous conditions existing on ~~GCS ElectricUtility~~'s ~~utility~~ system due to the operation of the CustomerRGS Owner's generation or protective equipment as determined by ~~GCS ElectricUtility~~.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of ~~GCS ElectricUtility~~'s other electric consumers caused by the CustomerRGS Owner's generation as determined by ~~GCS Electricthe Utility~~.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of ~~GCS ElectricUtility~~.
- f. When the CustomerRGS Owner fails to make any payments due to ~~GCS Electricthe Utility~~ by the due date thereof.

25. Upon termination of services pursuant to this Agreement, ~~GCS ElectricUtility~~ shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the CustomerRGS Owner's expense, within 30 working days following the termination, the CustomerRGS Owner shall permanently isolate the RGS and any associated equipment from ~~GCS Electricthe Utility~~'s supply system, notify ~~GCS ElectricUtility~~ that the isolation is complete, and coordinate with ~~GCS Electricthe Utility~~ for return of ~~GCS ElectricUtility~~'s lock.

26. To the fullest extent permitted by law and in return for adequate, separate consideration, CustomerRGS Owner shall indemnify, defend and hold harmless ~~GCS ElectricUtility~~, 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. CustomerRGS Owner's design, construction, installation, inspection, maintenance, testing or operation of CustomerRGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of ~~GCS ElectricUtility~~.

- b. The interconnection of ~~Customer~~RGS Owner's generating system with, and delivery of energy from the generating system to, ~~GCS Electric Utility~~'s distribution system, irrespective of any fault on the part of ~~GCS Electric Utility~~.
- c. The performance or nonperformance of ~~Customer~~RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of ~~Customer~~RGS Owner's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

(Continued on Sheet No. 20.6)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

compensate the RGS Owner for any loss of energy during any and all periods when RGS Owner's RGS is operating at reduced capacity or is disconnected from the Utility's distribution system pursuant to this Interconnection Agreement. Typical conditions that may require the disconnection of the RGS Owner's system include, but are not limited to, the following:

- a. Utility 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 Utility equipment, any part of Utility's distribution system or RGS Owner's generating system.
- c. Hazardous conditions existing on Utility's system due to the operation of the RGS Owner's generation or protective equipment as determined by Utility.
- d. Adverse electrical effects (such as power quality problems) on the electrical equipment of Utility's other electric consumers caused by the RGS Owner's generation as determined by the Utility.
- e. When is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of Utility.
- f. When the RGS Owner fails to make any payments due to the Utility by the due date thereof.

25. Upon termination of services pursuant to this Agreement, Utility shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the RGS Owner's expense, within 30 working days following the termination, the RGS Owner shall permanently isolate the RGS and any associated equipment from the Utility's supply system, notify Utility that the isolation is complete, and coordinate with the Utility for return of Utility's lock.

26. To the fullest extent permitted by law and in return for adequate, separate consideration, RGS Owner shall indemnify, defend and hold harmless Utility, 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. RGS Owner's design, construction, installation, inspection, maintenance, testing or operation of RGS Owner's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of Utility.
- b. The interconnection of RGS Owner's generating system with, and delivery of energy from the generating system to, Utility's distribution system, irrespective of any fault on the part of Utility.
- c. The performance or nonperformance of RGS Owner's obligations under this Interconnection Agreement or the obligations of any and all of the members of RGS Owner's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

(Continued on Sheet No. 20.6)

~~Customer~~RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. ~~Customer~~RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without ~~GCS-Electrie~~Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, ~~Customer~~RGS Owner shall provide written notice to ~~GCS-Electrie~~Utility at least 30 days prior to the change in ownership. The new owner will be required to assume, in writing, the ~~Customer~~RGS Owner's rights and duties under this ~~Agreement, or 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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between ~~GCS-Electrie~~Utility and ~~Customer~~RGS Owner 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 60 days' notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, ~~rules~~rules, and regulations of the State of Florida and ~~GCS-Electrie~~Green Cove Springs's Utility ~~T~~tariff as it may be modified, changed, or amended from time to time, including any amendments ~~modifications~~, or changes to ~~GCS-Electrie~~the Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The ~~Customer~~RGS Owner and ~~GCS-Electrie~~the Utility 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 Clay County, Florida, and ~~GCS-Electrie~~Utility and the ~~Customer~~RGS Owner 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 ~~GCS Electric~~Utility's distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by ~~GCS Electric~~Green Cove Springs, including ~~GCS Electric~~the city's Net Metering Service Rate

(Continued to Sheet No. 20.7)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

RGS Owner's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. RGS Owner shall not have the right to assign its benefits or obligations under this Agreement without Utility's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, RGS Owner shall provide written notice to Utility at least 30 days prior to the change in ownership. The new owner will be required to assume, in writing, the RGS Owner'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.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between Utility and RGS Owner 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 60 days' notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the State of Florida and Green Cove Springs' Utility tariff as it may be modified, changed, or amended from time to time, including any amendments, modifications, or changes to the Utility's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The RGS Owner and the Utility 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 Clay County, Florida, and Utility and the RGS Owner 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 Utility's distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Green Cove Springs, including the city's Net Metering Service Rate

(Continued to Sheet No. 20.7)

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.

31. ~~GCS ElectricUtility~~ and ~~CustomerRGS Owner~~ 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, ~~GCS ElectricUtility~~ and ~~CustomerRGS Owner~~ agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. ~~CustomerRGS Owner~~ acknowledges that its provision of electricity to ~~GCS ElectricUtility~~ 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 ElectricUtility~~ pursuant to the ~~GCS ElectricGreen Cove Springs's~~ Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating ~~GCS ElectricUtility~~ customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on ~~GCS ElectricUtility's~~ system.

33. This Agreement is solely for the benefit of ~~GCS ElectricUtility~~ and ~~CustomerRGS Owner~~ 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 ~~GCS ElectricUtility~~ or ~~CustomerRGS Owner~~, 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 ~~GCS ElectricUtility~~ and ~~CustomerRGS Owner~~ 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 ~~GCS Electricthe Utility~~ of the sovereign immunity applicable to ~~GCS ElectricUtility~~ as established by Florida Statutes, 768.28.

(signature page follows)

(Continued to Sheet No. 20.08)

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

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.

31. Utility and RGS Owner 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, Utility and RGS Owner agree to supersede and replace this Agreement with a new Interconnection Agreement that complies with the amended statutes/rules.

32. RGS Owner acknowledges that its provision of electricity to Utility 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 Utility pursuant to the Green Cove Springs Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating Utility customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Utility's system.

33. This Agreement is solely for the benefit of Utility and RGS Owner 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 Utility or RGS Owner, 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 Utility and RGS Owner 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 Utility of the sovereign immunity applicable to Utility as established by Florida Statutes, 768.28.

(signature page follows)

(Continued to Sheet No. 20.08)

Issued by: Mike Null
Assistant City Manager

Effective: May 18, 2021

Green Cove Springs Electric
Green Cove Springs, Florida
(Continued from Sheet No. 20.7)

~~Original~~First Revised Sheet No. 20.8
Canceling Original Sheet No. 20.8

IN WITNESS WHEREOF, ~~Customer~~RGS Owner and ~~GCS Electric~~Utility have executed this Agreement the day and year first above written.

Green Cove Springs Electric (Utility):

By: _____

Title: _____

Date: _____

~~Customer~~RGS Owner:

By: _____
(Print Name)

(Signature)

Date: _____

GCS ~~Electric~~(Utility) Account Number:

Issued by: ~~Danielle Judd~~Mike Null
Assistant City Manager

Effective: ~~January 17, 2012~~May 18, 2021

**Green Cove Springs Electric
Green Cove Springs, Florida
(Continued from Sheet No. 20.7)**

**First Revised Sheet No. 20.8
Canceling Original Sheet No. 20.8**

IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

Green Cove Springs Electric (Utility):

By: _____

Title: _____

Date: _____

RGS Owner:

By: _____
(Print Name)

(Signature)

Date: _____

GCS (Utility) Account Number:
