

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this ____ day of _____, 20____, by and between _____, (hereinafter called "**Customer**"), located at _____ in _____, Florida, and City of Starke Electric (Hereafter called CITY OF STARKE ELECTRIC, a body politic. Customer and City of Starke Electric shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: _____.

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 the Customer's current electric requirements; and

Whereas City of Starke Electric operates an electric system serving the city of Starke; and

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

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

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

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

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

1. The Customer shall be required to enter into a Tri-Party Net Metering Purchase Power Agreement with FMPA and City of Starke Electric.
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 City of Starke Electric distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 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's responsibility to notify City of Starke 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. Increase in GPR above the 10-kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above 2 megawatts (MW).
4. The RGS GPR must not exceed 90% of the Customer's City of Starke Electric distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with City of Starke Electric's Design Standards following NEC standards as those documents may be amended or revised by City of Starke Electric from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System.
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems.
 - c. UL-1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes.
 - e. The manufacturer's installation, operation, and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation, or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, if Customer is determined to have engaged in the retail purchase of electricity from a party other than City of Starke Electric, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to City of Starke Electric. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to City of Starke Electric.

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

11. The Customer agrees to permit City of Starke Electric, 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. City of Starke Electric will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when City of Starke Electric may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide City of Starke Electric access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet City of Starke Electric's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to City of Starke Electric advising of the date and time at which Customer intends to place the system in service, and City of Starke Electric 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 certifies that the RGS equipment includes a City of Starke Electric-interactive inverter or interconnection system equipment that ceases to interconnect with the City of Starke Electric system upon a loss of City of Starke electric 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).

13. If Customer adds another RGS which (i) utilizes the same City of Starke Electric-interactive inverter for both systems; or (ii) utilizes a separate City of Starke Electric-interactive inverter for

each system, then Customer shall provide City of Starke Electric with sixty (60) days advance written notice of the addition.

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

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on City of Starke Electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components, and related accessories of its RGS system, due to the normal or abnormal operation of City of Starke Electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer 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 wiring connected to City of Starke Electric system, such that back feed from the customer-owned renewable generation system to City of Starke Electric'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 City of Starke Electric and capable of being locked in the open position with a City of Starke Electric padlock. When locked and tagged in the open position by City of Starke Electric, this switch will be under the control of City of Starke Electric.

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

18. Once City of Starke Electric has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City of Starke Electric representative, City of Starke Electric will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. City of Starke Electric requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

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

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 Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide City of Starke Electric 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 City of Starke Electric, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City of Starke Electric 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. City of Starke Electric'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 shall remain solely responsible for all losses, claims, damages and/or expenses related in any way to the operation or mis operation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, City of Starke Electric, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection to cease to exist. City of Starke Electric shall have no obligation to compensate the Customer for any loss of energy during all periods when Customer's RGS is operating at reduced capacity or is disconnected from City of Starke Electric's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

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

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

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless City of Starke Electric, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of City of Starke Electric.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, City of Starke Electric's electrical distribution system, irrespective of any fault on the part of City of Starke Electric.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

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

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without City of Starke Electric's prior written consent and such consent shall not be unreasonably

withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to City of Starke Electric at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between City of Starke Electric and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

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 City of Starke Electric's Tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to City of Starke Electric's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and City of Starke Electric 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 Bradford County, Florida, and City of Starke Electric and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non generating retail customers of City of Starke Electric's electrical distribution system.

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

31. City of Starke Electric and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. If such statutes and/or rules are amended that affect the terms and conditions of this Agreement, City of Starke Electric and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

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

33. This Agreement is solely for the benefit of City of Starke Electric and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than City of Starke Electric or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon City of Starke Electric and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by City of Starke Electric of the sovereign immunity applicable to City of Starke Electric as established by Florida Statutes, 768.28.

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

City of Starke Electric:

By: _____

Title: _____

Date: _____

Customer:

By: _____
(Print Name)

(Signature)

Date: _____

City of Starke Electric Account Number:

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 Starke Electric, a body politic (hereinafter "City of Starke Electric"), and _____ a retail electric customer of City of Starke (hereinafter "Customer").

Section 1. Recitals

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

1.02. City of Starke Electric and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which City of Starke Electric has agreed to purchase and receive, and FMPA has agreed to sell and supply City of Starke Electric with all energy and capacity necessary to operate City of Starke Electric system, which limits City of Starke Electric'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 City of Starke Electric to allow its customers to interconnect with City of Starke Electric system and to allow City of Starke Electric 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 City of Starke Electric customers interconnected to City of Starke Electric system.

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

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with City of Starke's Electric distribution system until Customer has executed City of Starke Electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. City of Starke Electric requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. City of Starke Electric 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 City of Starke Electric's distribution system.

Section 3. Metering

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

Section 4. Purchase of Excess Customer-Owned Renewable Generation

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

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

4.03. If a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by City of Starke Electric's to the Customer in accordance with the City of Starke Electric's Net Metering Service Rate Schedule.

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

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

Section 5. Renewable Energy Credits

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

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

Section 6. Term and Termination

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

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

Section 7. Miscellaneous Provisions

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

7.02 Amendment. It is understood and agreed that FMPA and City of Starke Electric 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 City of Starke Electric 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 City of Starke Electric will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and City of Starke Electric, 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 mis operation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

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

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

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

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, City of Starke Electric, and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, City of Starke Electric, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, City of Starke Electric, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a

waiver by either FMPA or City of Starke Electric of the sovereign immunity applicable to either or both as established by Florida Statutes, 768.28.

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

City of Starke Electric

By: _____
Title: _____
Date: _____

Florida Municipal Power Agency

By: _____
Title: _____
Date: _____

Customer

By: _____ Date: _____

(Print Name)

(Signature)

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

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

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

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

II. Payment for Unused Excess Energy Credits

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

CITY OF STARKE ELECTRIC
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

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net metering customers located in the City of Starke Electric service area. Please refer to the City of Starke Electric's Net Metering Rate Schedule.

City of Starke electric customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with City of Starke Electric system are required to complete this application. When the completed application and fees are returned to City of Starke 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 at the City of Starke Electric Office at Starke City Hall located at 209 N. Thompson St.; Starke, Florida 32091 or may be requested from the City of Starke City Manager's office at: dmullins@cityofstarke.org.

1. Customer Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Alternate Phone Number: _____
Email Address: _____ Fax Number: _____
City of Starke Electric Customer Account Number: _____

2. RGS Facility Information

Facility Location: _____
City of Starke Electric 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 City of Starke Electric 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 to account for losses during the conversion from DC to AC.)
Fuel or Energy Source: _____
Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$320 for Tier 2 and \$470 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 \$2,500 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 \$2,500. 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 the City of Starke Electric by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources.

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

C. Proof of insurance in the amount of:

- Tier 1 - \$100,000.00
- Tier 2 - \$1,000,000.00
- Tier 3 - \$2,000,000.00

Customer

By: _____ Date: _____
(Print Name)

(Signature)