

## **BEACHES ENERGY SERVICES NET METERING SERVICE RATE SCHEDULE**

**AVAILABLE:** Entire Service Area

**APPLICABLE:** This schedule is applicable to a customer who:

1. Takes retail service from Beaches Energy Services under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed 2 megawatts (2 MW) that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements.
3. Is interconnected and operates in parallel with Beaches Energy Services' electric distribution system;
4. Provides Beaches Energy Services with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and Beaches Energy Services.

### **MONTHLY RATE:**

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A Customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by Beaches Energy Services will be based on the net metered usage in accordance with Billing (see below).

### **METERING:**

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from the Beaches Energy Services to Customer; and (2) excess energy (kWh) generated by Customer and delivered to Beaches Energy Services' electric system. Such metering equipment shall be installed at the point of delivery at the expense of Beaches Energy Services.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA or Beaches Energy Services.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

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

- a) Customer shall be billed for the total amount of electric power and energy delivered to Customer by Beaches Energy Services in accordance with the otherwise applicable rate schedule.
- b) Electric energy from the Customer Renewable Generation System shall first be used to serve the Customer's own load and offset the Customer's demand for Beaches Energy Services electricity. Any kWh of electric energy produced by the Customer-Owned renewable generation system that is not consumed by the Customer's own load and is delivered to the Beaches Energy Services system shall be deemed as "excess customer-owned renewable generation." Excess Customer-Owned renewable generation shall be purchased in the form of a credit on the Customer's monthly energy consumption bill.
- c) Each billing cycle, Customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to Beaches Energy Services' electric system during the previous billing cycle. The credit from Beaches Energy Services shall be determined in accordance with the energy charge and bulk power cost adjustment per kWh, for the Customer's applicable rate schedule.
- d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the Customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by Beaches Energy Services to the Customer.
- e) In the event that a Customer closes an account, any of the Customer's unused excess energy credits shall be paid by Beaches Energy Services.
- f) Regardless of whether any excess energy is delivered to Beaches Energy Services' electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
- g) Customer acknowledges that its provision of electricity to Beaches Energy Services 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 Beaches Energy Services pursuant to this Schedule, from all participating Beaches Energy Services customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Beaches Energy Services' electric system.

**FEES:** The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee

Tier 2 - \$320.00

Tier 3 - \$470.00

Tier 3 - Study Fee – Deposit of \$2,500. Customer to pay actual cost (not-to-exceed \$2,500).

**BEACHES ENERGY SERVICES  
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

Beaches Energy Services customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with Beaches Energy Services' electrical system are required to complete this application. When the completed application and fees are returned to Beaches Energy Services, 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 Beaches Energy Services' Service Center located at 1460 Shetter Ave.; Jacksonville Beach, Florida 32250 or may be requested from the Beaches Energy Services' Engineer at: [DCuevas@beachesenergy.com](mailto:DCuevas@beachesenergy.com)

**1. Customer Information**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Beaches Energy Services Customer Account Number: \_\_\_\_\_

**2. RGS Facility Information**

Facility Location: \_\_\_\_\_

Beaches Energy Services 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 Beaches Energy Services' distribution facilities. For inverter-based systems, the AC nameplate generating capacity

shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: \_\_\_\_\_

Anticipated In- Service Date: \_\_\_\_\_

#### **4. Application Fee**

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$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 Beaches Energy Services 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 Beaches Energy 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)

## **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"), Beaches Energy Services, a body politic (hereinafter "Beaches Energy Services"), and \_\_\_\_\_, a retail electric customer of Beaches Energy Services (hereinafter "Customer").

### **Section 1. Recitals**

1.01. Beaches Energy Services and Customer have executed Beaches Energy Services' Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which Beaches Energy Services has agreed to permit interconnection of Customer's renewable generation to Beaches Energy Services' 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 Beaches Energy Services' electric distribution system;

1.02. Beaches Energy Services and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which Beaches Energy Services has agreed to purchase and receive, and FMPA has agreed to sell and supply Beaches Energy Services with all energy and capacity necessary to operate Beaches Energy Services' electric system, which limits Beaches Energy Services' 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 Beaches Energy Services to allow its customers to interconnect with Beaches Energy Services' electric system and to allow Beaches Energy Services 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 Beaches Energy Services customers interconnected to Beaches Energy Services' 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 Beaches Energy Services' electric distribution system until Customer has executed Beaches Energy Services' Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. Beaches Energy Services requires that the

customer install and operate the RGS in accordance with all applicable safety codes and standards. Beaches Energy Services 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 Beaches Energy Services' distribution system.

### **Section 3. Metering**

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

4.02. Excess customer-owned renewable generation shall be delivered to the Beaches Energy Services' electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to Beaches Energy Services' 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 Beaches Energy Services.

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

4.04. FMPA and Beaches Energy Services 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 Beaches Energy Services equipment or part of the Beaches Energy Services electric system; or (b) if either FMPA or Beaches Energy Services 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 Beaches Energy Services 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 Beaches Energy Services pursuant to the Net Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating Beaches Energy Services customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on Beaches Energy Services' 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 Beaches Energy Services' electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer owned-renewable generation and its displacement of conventional energy generation.

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

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

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Beaches Energy Services to Customer; or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or Beaches Energy Services' 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 Beaches Energy Services 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 Beaches Energy Services 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 Beaches Energy Services 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 Beaches Energy Services, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

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

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

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

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

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

**Beaches Energy Services**

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

**Florida Municipal Power Agency**

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

**Customer**

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

(Print Name)

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

Customer's Beaches Energy Services Account Number: \_\_\_\_\_

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

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

- a) FMPA shall pay Beaches Energy Services for the excess kWh energy delivered by customer-owned renewable generation to Beaches Energy Services' electric system. Every month, Beaches Energy Services shall determine the total kWh of customer-owned renewable generation that is delivered to Beaches Energy Services' electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2<sup>nd</sup> working day of every month. FMPA will then provide a monthly payment to Beaches Energy Services 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 Beaches Energy Services' 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 Beaches Energy Services' system has been purchased by FMPA, but will remain on Beaches Energy Services' system and be used by Beaches Energy Services to meet its other customers' electric needs. As a result, Beaches Energy Services' monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to Beaches Energy Services.

**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, Beaches Energy Services shall pay the Customer for any unused excess energy credits in accordance with the Beaches Energy Services' Net Metering Service Rate Schedule.