

JEA
Renewable Generation Interconnection Agreement
Tier 1 & 2 Net Metering

This Agreement is made and entered into this ____ day of _____, 20____, by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida, Zip Code: _____ and JEA, a body politic and corporate, with a business address of 21 W. Church St., Jacksonville, FL 32202. Customer and JEA shall collectively be called the "Parties". The physical location/premises where the interconnection is taking place is: _____.

WITNESSETH

Whereas, JEA, operates an electric distribution system serving Duval County and surrounding areas;

Whereas, Customer has made a written Application to JEA, to allow connection of an Customer-Owned Renewable Generation system for any length of time to the distribution system at the location listed above; and

Whereas, JEA desires to provide interconnection of Customer-Owned Renewable Generation under conditions which will insure the safety of JEA 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:

Section 1. Definitions

“Customer-owned renewable generation” means an electric generating system located on a customer’s premises that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy that is generated using 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.

"Green Tags" shall mean any and all renewable energy credits (RECs), renewable energy certificates (RECs), 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.

“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 JEA distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

“Net Metering” means a metering and billing methodology whereby customer-owned renewable generation is allowed to offset the customer’s electricity consumption on-site.

“Renewable Energy” means electrical, mechanical, or thermal energy produced from a method 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.

“Renewable Generation System” means electric generating system located on a customer’s premises that is primarily intended to offset part or all of the customer’s electricity requirements with renewable energy.

Tier 1 Net Metering – 10 kW or less

Tier 2 Net Metering – greater than 10 kW and less than or equal to 100 kW

Section 2. Scope of Agreement

2.01. This Agreement defines the terms and conditions under which JEA and Customer agree to interconnect Customer-Owned Renewable Generation of 100 kW or less to JEA’s electric system.

Section 3. Interconnection Application

3.01. In order to commence the process for interconnection of the customer-owned renewable generation system, Customer shall complete and submit to JEA a Standard Interconnection Application (a copy of which is attached hereto as Attachment A, and incorporated in the Agreement by this reference).

Section 4. Applicable Codes and Standards

4.01. Prior to operating in parallel with JEA’s electric system, Customer shall certify that the customer-owned renewable generation equipment, 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.

4.02. Customer may be requested to provide a copy of the manufacturer's installation, operation and maintenance instructions to JEA.

Section 5. Inspection Requirements

5.01. Prior to commencing parallel operation with JEA's electric system, Customer shall have the customer-owned renewable generation system inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to JEA.

5.02. Prior to and after operation of the customer-owned renewable generation in parallel with JEA's electric system, authorized JEA representatives may inspect the customer-owned renewable generation system to verify that it is and continues to be in compliance with the standards and codes contained in this Agreement.

5.03. JEA shall provide Customer with as much notice as is reasonably practicable; either in writing, email, facsimile or by phone as to when JEA may conduct inspection and/or documentation review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, JEA shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Agreement, or, if necessary, to meet JEA's obligations to provide service to its customers.

5.04. In no event shall any statement, representation, or lack thereof, either express or implied, by JEA, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any JEA inspection of the customer-owned renewable generation system 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 customer-owned renewable generation equipment. JEA's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any customer-owned renewable generation equipment or procedure.

Section 6. Net Metering

6.01. JEA will allow customer-owned renewable generation up to 100 kW under the JEA Tier 1 & 2 Net Metering Policy. This JEA net metering policy is primarily intended to facilitate generation from renewable energy sources to offset part or all of the customer's energy requirements.

Section 7. Electric System Protection Requirements

7.01. Customer certifies that the customer-owned renewable generation equipment includes an interactive inverter or interconnection system equipment that ceases to interconnect with JEA upon a loss of JEA 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).

Section 8. Modifications and/or Additions to the Customer-Owned Renewable Generation System

8.01. It is the Customer's responsibility to notify JEA of any change to the GPR of the customer-owned renewable generation by submitting a new application for interconnection specifying the modifications at least 60 days prior to making the modifications.

8.02. If Customer adds another customer-owned renewable generation system which (i) utilizes the same JEA-interactive inverter for both systems; or (ii) utilizes a separate JEA - interactive inverter for each system, then Customer shall provide JEA with 60 days written notice of the addition.

Section 9. Gross Power Rating

9.01. The customer-owned renewable generation must have a GPR that does not exceed 90% of the Customer's JEA distribution service rating at the Customer's location.

Section 10. Administrative Requirements

10.01. Customer must execute this Agreement and return it to JEA prior to beginning parallel operations with JEA's electric system. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by JEA within 60 calendar days of receipt of completed required documentation and returned to the customer.

10.02. Once JEA has received Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a JEA representative, JEA will install the required net metering meter.

Section 11. Customer Insurance Requirements

11.01. JEA strongly recommends that the customer maintain property, liability and worker's compensation insurance for customer-owned renewable generation.

Section 12. Customer Equipment

12.01. Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage due to normal and abnormal operations that occur on JEA's electric system in delivering and restoring system power. 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. Such inspection should occur after large storms have traversed Customer's location and after connection with JEA's system has been restored.

Section 13. Manual Disconnect Switch

13.01. Customer shall install, at customer's sole 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 JEA's electric system such that back feed from the customer-owned renewable generation system to JEA'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 JEA and capable of being locked in the open position with a JEA padlock. When locked and tagged in the open position by JEA, this switch will be under the control of JEA. The switch shall meet all applicable local and national electrical codes for the installed renewable generation system (RGS) system. The switch shall be permanently labeled with three inch high letters clearly stating "JEA (name of RGS). DISCONNECT". If the switch is mounted out of sight of the meter, permanent mounted instructions must be posted at the meter clearly stating the location of the disconnect switch.

13.02. JEA may open the switch, isolating the customer-owned renewable generation system (RGS), without prior notice to Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, JEA shall at the time of disconnection leave a door hanger notifying the Customer that the RGS has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by JEA as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened include, but are not limited to:

- JEA electric system emergencies or maintenance requirements.
- Hazardous conditions existing on JEA's electric system due to the operation of the Customer's RGS generation or protective equipment as determined by JEA.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of JEA's other electric consumers caused by the RGS as determined by JEA.

13.03. On termination of services pursuant to this Agreement, JEA shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the customer-owned renewable generation and any associated equipment from JEA's electric supply system, notify JEA that the isolation is complete, and coordinate with JEA for return of JEA's lock.

Section 14. Metering Equipment

14.01. JEA 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 customer-owned renewable generation will be metered at a single metering point and the metering equipment will measure energy delivered by JEA to Customer, and also measure energy delivered by Customer to JEA. Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Section 15. Renewable Energy Credits

Pursuant to the JEA Net Metering Policy:

15.01. For customer-owned renewable generation up to 100 kW, Customer may retain the green tags. Customer shall offer JEA a first right of refusal before selling or granting to any third party the right to the green tags associated with its customer-owned renewable generation that is interconnected to the JEA electric distribution system.

Section 16. Indemnification

16.01. Customer agrees to indemnify, defend and hold harmless JEA, its subsidiaries or affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns against any and all liability, loss, damage, cost or expense, including attorney's fees, which JEA, its subsidiaries, affiliates, and their respective employees, officers and directors, governing boards, successors, and assigns may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. This indemnification shall survive the term of this Agreement for events that occurred during the Agreement term.

Section 17. Assignment

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

Section 18. Lease Agreements and Retail Purchase of Electricity

18.01. Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. Customer shall provide JEA a copy of the lease agreement for any leased interconnection or generation equipment. 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, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than JEA, 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.

Section 19. Entire Agreement

19.01. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between JEA 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.

Section 20. Governing Law & Tariff

20.01. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and JEA's Tariff as it may be modified, changed, or amended from time to time.

20.02. This Agreement incorporates by reference the terms of the JEA Electric Documentation Volume 1 filed with the Florida Public Service Commission by JEA, including associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) as amended from time to time. To the extent of any conflict between this Agreement and such Electric Documentation Volume 1, the Electric Documentation Volume 1 shall control.

20.03. JEA and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those Rules 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, JEA and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

20.04. Customer agrees to furnish JEA with an IRS Form W-9 at the time that the contract is executed. Customer understands that JEA is required to, and will report the dollar value of, the kWh credits for the electricity that the customer sells to JEA on IRS Form 1099-MISC. Customer further understands that these credits may be subject to U. S. Federal Income Tax.

20.05. Customer also understands that JEA will bill, and that the customer is liable for, all applicable State and local Utility Taxes on the net amount of electric power that the customer purchases from JEA. Gross Utility Taxes are reduced by the credits that the customer receives for selling power back to JEA. If the amount of power sold back to JEA is greater than the amount of power purchased from JEA for any given month then taxes will be based only on the Customer Charge. Customer cannot receive a net credit for state or local taxes.

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

JEA

By: _____

Title: _____

Date: _____

Approved as to Form

Office of General Counsel

CUSTOMER

By: _____
(Signature)

(Print Name)

(Title, if Corporation)

(Customer Account Number)

Date: _____