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August 15, 2008

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COMMISSION  
CLERK

**-VIA HAND DELIVERY -**

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

**Re: Docket No. 080265-EI – Florida Power & Light Company’s Petition For Approval of Net Metering Tariff and Standard Interconnection Agreements**

Dear Ms. Cole:

On May 7, 2008, Florida Power & Light Company (“FPL”) filed a Petition for Approval of Net Metering Tariff and Standard Interconnection Agreements, along with its proposed interconnection agreements and billing parameters tariff sheet as Attachment A, and cost justification for certain fees as Attachment B.

On August 8, 2008, at Staff’s Request, FPL filed a revised Attachment A and revised Attachment B, containing revised tariff sheets and revised cost justification, respectively.

At Staff’s request, FPL has agreed to make a few additional revisions to its tariff sheets. Accordingly, please find enclosed four copies of FPL’s second revised Attachment A, containing revised tariff sheets, which shall replace those previously filed for approval on August 8, 2008.

Please contact me if you or your staff has any questions about this transmittal.

Sincerely,

Jessica A. Cano

- COM \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- RCP \_\_\_\_\_
- SSC \_\_\_\_\_
- SGA I \_\_\_\_\_
- ADM \_\_\_\_\_
- CLK \_\_\_\_\_

cc: Martha Brown, Office of the General Counsel (w/ enc.)  
Erik Saylor, Office of the General Counsel (w/ enc.)

DOCUMENT NUMBER-DATE

07363 AUG 15 08

**ATTACHMENT A**

**August 15, 2008  
(second revised)**

DOCUMENT NUMBER-DATE

**07363 AUG 15 g**

FPSC-COMMISSION CLERK

**Interconnection Agreement for Customer-Owned Renewable Generation  
Tier 1 - 10 kW or Less**

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Customer"), with an address of \_\_\_\_\_ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

**WITNESSETH:**

**WHEREAS**, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW or less, to FPL's electrical service grid at the Customer's presently metered location.

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

**1. Definitions**

1.1. Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

**2. Customer Qualification and Fees**

2.1. Customer-owned renewable generation shall have a Gross power rating that:  
a) does not exceed 90% of the Customer's utility distribution service rating; and  
b) is 10 kW or less.

Gross power rating for the Customer-owned renewable generation is \_\_\_\_\_.

2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.

2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

**3. General Responsibilities of the Parties**

3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.

3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.4. The Customer agrees to provide 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.

(Continued on Sheet No. 9.051)

(Continued from Sheet No. 9.050)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.
4. **Inspection and On-going Compliance**
- 4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.
5. **Manual Disconnect Switch**
- 5.1 In the event FPL elects to install a manual disconnect switch, it shall be installed at FPL's expense. The FPL installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.
6. **Disconnection / Reconnection**
- 6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
- a) Emergencies or maintenance requirements on FPL's system;
  - b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
  - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.
7. **Modifications/Additions to Customer-owned Renewable Generation**
- 7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

- 7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.
- 7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.
8. **Indemnity**
- 8.1 Customer shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL.
- 8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.
9. **Limitation of Liability**
- 9.1. Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.
10. **Assignment**
- 10.1 The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.
11. **Insurance**
- 11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement.
12. **Renewable Energy Certificates**
- 12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

**13. Lease Agreements**

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The 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 it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

**14. Dispute Resolution**

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

**15. Effective Date**

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

**16. Termination**

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

**17. Amendments to Florida Public Service Commission Rules**

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

**18. Entire Agreement**

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

**FLORIDA POWER & LIGHT COMPANY**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

**CUSTOMER**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Print or Type Name)

**Interconnection Agreement for Customer-Owned Renewable Generation  
Tier 2 – Greater than 10 kW and Less than or Equal to 100 kW**

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Customer”), with an address of \_\_\_\_\_ and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

**WITNESSETH:**

**WHEREAS**, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 10 kW and less than or equal to 100 kW, to FPL’s electrical service grid at the Customer’s presently metered location.

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

**1. Definitions**

1.1 Capitalized Terms shall have the meanings set forth in the Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

**2. Customer Qualification and Fees**

2.1 Customer-owned renewable generation shall have a Gross power rating that:  
a) does not exceed 90% of the Customer’s utility distribution service rating; and  
b) is greater than 10 kW and less than or equal to 100 kW.

Gross power rating for the Customer-owned renewable generation is \_\_\_\_\_.

2.2 The Customer shall be required to pay an application fee of \$400 for this Tier 2 Customer-owned renewable generation.

2.3 In order to commence the process for interconnection, Customer shall provide FPL a completed application.

**3. General Responsibilities of the Parties**

3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer’s specification sheets will satisfy this requirement for a written report.

3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3 The Customer shall be responsible for protecting it’s Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.

3.4 The Customer agrees to provide 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.

(Continued on Sheet No. 9.056)

(Continued from Sheet No. 9.055)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.
- 3.7 The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. **Inspection and On-Going Compliance**

- 4.1 At FPL's election, FPL shall have the right to inspect the Tier 2 Customer-owned renewable generation. All initial physical inspections and inspection of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspections are delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.
- 4.2 Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.
- 4.3 FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
- a) any installed manual disconnect switch, as applicable;
  - b) FPL's metering equipment;
  - c) Any additional metering equipment installed by Customer; and
  - d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:
- a) technical design parameters of the system and the manufacture's installation;
  - b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
  - c) local inspection and certifications; and
  - d) other documents associated with specific installations.
- 4.5 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

**5. Manual Disconnect Switch**

5.1 FPL shall require the Customer to install, at the Customer's 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 and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

**6. Disconnection / Reconnection**

6.1 FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.

6.3 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

- a) Emergencies or maintenance requirements on FPL's system;
- b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
- d) Failure of the Customer to maintain the required insurance coverage as stated in Section 11.1 below.

**7. Modifications/Additions to Customer-owned Renewable Generation**

7.1 If the Customer-owned renewable generation is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generation which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement.

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

**8. Indemnity**

- 8.1 Customer shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL.
- 8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

**9. Limitation of Liability**

- 9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

**10. Assignment**

- 10.1 The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

**11. Insurance**

- 11.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement. Initial proof of insurance shall be in the form of a copy of the policy attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection.

**12. Renewable Energy Certificates**

- 12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

**13. Lease Agreements**

- 13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 13.2 The 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 it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

**14. Dispute Resolution**

- 13.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renewable Generation.

(Continued on Sheet No. 9.059)

(Continued from Sheet No. 9.058)

15. **Effective Date**

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. **Termination**

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

17. **Amendments to Florida Public Service Commission Rules**

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. **Entire Agreement**

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

**FLORIDA POWER & LIGHT COMPANY**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

**CUSTOMER**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Print or Type Name)

**Interconnection Agreement for Customer-Owned Renewable Generation  
Tier 3 – Greater than 100 kW and Less than or Equal to 2 MW**

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Customer”), with an address of \_\_\_\_\_ and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

**WITNESSETH:**

**WHEREAS**, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 100 kW and less than or equal to 2 MW, to FPL’s electrical service grid at the Customer’s presently metered location.

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

**1. Definitions**

For the purposes of this interconnection agreement only, the following terms shall be defined as follows:

- 1.1. **Point of Interconnection/Change of Ownership** – The point at which the Customer’s wiring is connected to the lugs in the metering cabinet where FPL’s meter is located.
- 1.2. **Interconnection Facilities and Distribution Upgrades** – All facilities and equipment on FPL’s side of the Point of Interconnection/Change of Ownership, including any modifications, additions or upgrades that are necessary to physically and electrically interconnect the Customer-owned renewable generation to FPL’s electric system.
- 1.3. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- 1.4. **Established Industry Criteria** – Criteria established by Institute of Electrical and Electronics Engineers (IEEE), the Florida Reliability Coordinating Council (FRCC), North American Electric Reliability Council (NERC) and the Federal Energy Commission (FERC).
- 1.5. **Acceptable Level of Impact to FPL’s Electric System** – The proposed interconnection does not have a negative impact on the reliability of the FPL’s electric system or to its Customers.
- 1.6. Other capitalized terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

**2. Customer Qualification and Fees**

- 2.1. Customer-owned renewable generation shall have a Gross power rating that:
  - a) does not exceed 90% of the Customer’s utility distribution service rating; and
  - b) is greater than 100 kW and less than or equal to 2 MW.

Gross power rating for the Customer-owned renewable generation is \_\_\_\_\_.

- 2.2. In order to commence the process for interconnection, Customer shall provide FPL a completed application.
- 2.3. The Customer shall be required to pay an application fee of \$1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer’s application and the cost of the Fast Track Screens which perform an initial review and screens of the proposed interconnection’s impact on the FPL’s electric system, as such process is described in Section 8, hereto.

(Continued on Sheet No. 9.066)

(Continued from Sheet No. 9.065)

2.4. In the event the Customer-owned renewable generation does not pass the Fast Track Screens and the Customer elects to proceed with an Interconnection Study, as described in Section 8, hereto, the Customer shall be required to pay an Interconnection Study fee of \$2,000.00. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

3. **General Responsibilities of the Parties**

- 3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.
- 3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- 3.3 The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and metering equipment, to be set forth in Attachment 1 to the Interconnection Agreement and made a part hereof.
- 3.4 The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.5 The Customer agrees to provide 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, and has been approved and has met all electrical and mechanical qualifications.
- 3.6 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.7 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.
- 3.8 The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application. If FPL determines that an Interconnection Study is necessary for a Customer, FPL shall execute the Interconnection Agreement within ninety (90) calendar days of a completed application.

(Continued on Sheet No. 9.067)

(Continued from Sheet No. 9.066)

**4. Inspection and On-Going Compliance**

- 4.1. All initial physical inspections and inspection of Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.
- 4.2. Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned Renewable Generation.
- 4.3. FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
- a) any installed manual disconnect switch, as applicable;
  - b) FPL's metering equipment;
  - c) Any additional metering equipment installed by Customer; and
  - d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4. FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:
- a) technical design parameters of the system and the manufacture's installation;
  - b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
  - c) local inspection and certifications; and
  - d) other documents associated with specific installations.
- 4.5. FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

**5. Manual Disconnect Switch**

- 5.1. FPL shall require the Customer to install, at the Customer's 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 and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

**6. Disconnection / Reconnection**

- 6.1. FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

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- 6.2. Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3. FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
- a) Emergencies or maintenance requirements on FPL's system;
  - b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
  - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
  - d) Failure of the Customer to maintain the required insurance coverage as stated in Section 13.1 below.
7. **Modifications/Additions to Customer-owned Renewable Generation**
- 7.1. If the Customer-owned renewable generation is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2. If the Customer adds another Customer-owned renewable generation system which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.
- 7.3. The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.
8. **Interconnection Study Process**
- 8.1. **Fast Track Screens**
- 8.1.1. Fast Track Screens, described in Attachment 3 hereto, provide for an initial review of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPL electric system, consistent with prudent utility practice.
- 8.1.2. In order to pass the Fast Track Screens, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on FPL's electric system.
- 8.1.3. If the Customer's interconnection request passes the Fast Track Screens, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.
- 8.2. In those instances in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

8.3. Interconnection Study

- 8.3.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Fast Track Screens.
- 8.3.2. Upon Customer execution of the Interconnection Agreement; the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer-owned renewable generation.
- 8.3.3. The Interconnection Study fee shall be \$2000.00 and will be invoiced to the Customer once it is determined that an Interconnection Study will be required. This determination will be made within ten (10) business days after a completed application is received. To the extent the actual costs of the Interconnection Study total less than \$2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

- 9.1. The Customer shall pay FPL for the actual cost of any and all FPL Interconnection Facilities and Distribution Upgrades, itemized in Attachment 2, required to implement this Interconnection Agreement. FPL shall provide a best estimate cost, including overheads, for the purchase and construction of FPL's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.
- 9.2. The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and other equipment; and ii.) operating, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades.
- 9.3. FPL shall design, procure, construct, install and own the Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required for FPL to implement this Interconnection Agreement. If FPL and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

10. Indemnity

- 10.1. Customer shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL.
- 10.2. FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

11. Limitation of Liability

- 11.1. Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

(Continued on Sheet No. 9.070)

(Continued from Sheet No. 9.069)

**12. Assignment**

- 12.1. The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 12.2. An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

**13. Insurance**

- 13.1. The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$2 million during the entire period of this Interconnection Agreement. Initial proof of insurance shall be in the form of a copy of the policy attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection.

**14. Renewable Energy Certificates**

- 14.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

**15. Billing, Payment, and Financial Security**

- 15.1. FPL shall bill the Customer for the design, engineering, construction, and procurement costs of FPL's Interconnection Facilities and Distribution Upgrades contemplated by this Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.
- 15.2. Within three months of completing the construction and installation of FPL's Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required to implement this Interconnection Agreement, FPL shall provide the Customer with a final accounting report of any difference between i.) the Customer's cost responsibility for the actual cost of such Interconnection Facilities and Distribution Upgrades, and ii.) the Customer's previous aggregate payments to FPL for such Interconnection Facilities and Distribution Upgrades. If the Customer's cost responsibility exceeds its previous aggregate payments, FPL shall invoice the Customer for the amount due, without interest, and the Customer shall make payment to FPL within thirty (30) calendar days. If the Customer's previous aggregate payments exceed its cost responsibility under this Interconnection Agreement, FPL shall refund to the Customer an amount equal to the difference, without interest, within thirty (30) calendar days of the final accounting report.
- 15.3. At least twenty (20) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of FPL's Interconnection Facilities and Distribution Upgrades, the Customer shall provide FPL, at the Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to FPL and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring and installing the applicable portion of FPL's Interconnection Facilities and Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to FPL under this Interconnection Agreement during its term.
- 15.4. In accordance with Section 9.2 above, the Customer shall be billed by FPL for operation, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades. The Customer shall be billed upon completion of such work by FPL; Customer shall make payment to FPL within twenty (20) calendar days of the receipt of FPL's bill.

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

16. Lease Agreements

16.1. The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

16.2. The 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 it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

17. Dispute Resolution

17.1. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

18. Effective Date

18.1. The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

19. Termination

19.1. Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

20. Amendments to Florida Public Service Commission Rules

20.1. FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

21. Notices

21.1. This Interconnection Agreement, any written notice, demand, or request required or authorized in connection with this Interconnection Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continued on Sheet No. 9.072)

(Continued from Sheet No. 9.071)

FPL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. **Entire Agreement**

22.1. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

**FLORIDA POWER & LIGHT COMPANY**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

**CUSTOMER**

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Print or Type Name)

**ATTACHMENT 1 – INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3  
ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RENEWABLE GENERATION AND METERING  
EQUIPMENT**

**ATTACHMENT 2 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3**

**FPL'S BEST ESTIMATE OF CUSTOMER'S RESPONSIBILITIES FOR INTERCONNECTION FACILITIES AND  
DISTRIBUTION UPGRADES TO BE PAID TO FPL**

**ATTACHMENT 3 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3**

**FAST TRACK SCREENS**

**1. Applicability**

The Fast Track Screens process is available to a Customer proposing to interconnect its Customer-owned renewable generation Tier 3 system with FPL's system and if the Customer's proposed Customer-owned renewable generation system meets the codes, standards, and certifications requirements of the Interconnection Agreement.

**2. Initial Review**

Within ten (10) business days after FPL receives a completed application FPL shall perform an initial review using the screens set forth below; shall notify the Customer of the results; and shall include with such notification copies of the analysis and data underlying FPL's determinations under the screens.

**2.1 Screens**

- 2.1.1 For interconnection of a proposed Customer-owned renewable generation system to a radial distribution circuit, the aggregated generation, including the proposed Customer-owned renewable generation, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of FPL's electric system connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.
- 2.1.2 For interconnection of a proposed Customer-owned renewable generation system to the load side of spot network protectors, the Customer-owned renewable generation system must utilize an equipment package in compliance with the terms of the Interconnection Agreement.
- 2.1.3 The proposed Customer-owned renewable generation system, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection/Change of Ownership.
- 2.1.4 The proposed Customer-owned renewable generation system, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.
- 2.1.5 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on FPL's electric power system due to a loss of ground during the operating time of any anti-islanding function.

<b>Primary Distribution Line Type</b>	<b>Type of Interconnection to Primary Distribution Line</b>	<b>Result/Criteria</b>
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

- 2.1.1 If the proposed Customer-owned renewable generation system is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Customer-owned renewable generation system, shall not exceed 90% of the Customer's utility distribution service rating.
  - 2.1.2 If the proposed Customer-owned renewable generation system is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.
  - 2.1.3 The proposed Customer-owned renewable generation system, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Customer-owned renewable generation system proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the Point of Interconnection/Change of Ownership).
  - 2.1.4 No construction of facilities by FPL on its own system shall be required to accommodate the Customer-owned renewable generation system.
- 2.2 If the proposed interconnection passes the Fast Track Screens, the interconnection request shall be approved and FPL will provide the Customer an executable Interconnection Agreement within ten (10) business days after such determination.

CONTRACT PROVISIONS - VARIOUS

**FACILITIES RENTAL SERVICE.** When required by the Customer, the Company may, at its option, provide and maintain transformers and other facilities which are required by the Customer beyond the Point of Delivery or which are needed because the Customer requires unusual facilities due to the nature of his equipment. The Company shall not be required to install facilities if they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities.

Upon mutual agreement between the Company and the Customer, the Customer may elect to make either a lump sum payment or pay a monthly charge. The monthly charge shall recover 28% per year of the agreed installed cost of such facilities. Those Customers electing to make a lump sum payment shall have the option of either including the cost of maintenance in a lump sum, or paying a separate monthly maintenance charge. If the Customer elects to pay for the maintenance in the lump sum, the amount will be based on the estimated cost of maintenance over the term of the contract.

Those customers renting electric facilities from the Company, subsequent to a change in the Facilities Rental Service charge and upon mutual agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge, 2) purchase such facilities from the Company as mutually agreed upon, 3) purchase or lease the facilities from another source, or 4) redesign its operation to receive standard electric service from the Company.

**MUNICIPAL FIRE PUMP DEMANDS.** Demands caused by the operation of municipal fire pumps are waived whenever the pumps are used in emergencies for the purpose of extinguishing fires, or when the pumps are operated for testing purposes provided the time of the test is mutually agreed upon beforehand.

**SECONDARY METERING ADJUSTMENT.** Where the rate schedule provides for delivery of service at primary voltage and it is necessary or desirable to meter at secondary voltage, the readings of Company's meters are corrected to conform to the voltage of delivery by adding 2% to the demand indications and 3% to the kwh registrations.

**UNMETERED SERVICE.** In some circumstances the installation of a meter is difficult, impracticable, or not warranted by the nature of the load to be served. In such cases the Company may elect to estimate the demand and energy requirements and calculate the bill on these estimated values.

**NET METERING OF CUSTOMER-OWNED RENEWABLE GENERATION.** For Customers with renewable generation equipment up to a maximum of 2 MW that have executed an Interconnection Agreement for Customer-Owned Renewable Generation with the Company, the following billing parameters will apply.

The customer will be charged for electricity used in excess of the generation supplied by customer-owned renewable generation in accordance with the Company's normal billing practices. If any excess customer-owned renewable generation is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any unused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1, As-Available Energy Tariff. In the event a customer closes the account, any of the customer's unused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1, As-Available Energy Tariff.

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1. the minimum charge as stated in their 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 the provisions of their applicable rate schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation will be in accordance with their applicable rate schedule. The Customer's eligibility to take service under time of use rates is not affected by this provision. Additionally, the customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available.