

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Florida Power & Light Company's  
Petition for Approval of Modification to  
Standard Interconnection Agreements  
Contained in Tariffs

Docket No. 130225-EQ

Filed: October 25, 2013

**Amended Petition for Approval of Modification to Standard  
Interconnection Agreements and for Waiver of Portion of Rule 25-6.065(6)(a)**

Florida Power & Light Company ("FPL"), pursuant to Rules 25-9.001(3) and 28-104.002(2), Florida Administrative Code, respectfully petitions the Florida Public Service Commission (the "Commission") for approval of modifications to the Standard Interconnection Agreements for Tier 1, Tier 2, and Tier 3 Customer-Owned Renewable Generation Systems (the "Standard Interconnection Agreements") contained in FPL's approved tariff. To promote and improve customer usage of Renewable Energy Systems, FPL requests authority to: (1) modify the indemnity and insurance provisions in order to eliminate conflicts with statutory limitations on governmental liability; (2) include the "Gross Power Rating" definition in the Standard Interconnection Agreements to make the definition readily accessible to customers and reduce the errors in the application process; and (3) eliminate the manual disconnect switch requirement on U.L. 1741 systems for inverter-based customer-owned renewable generation systems. In addition, FPL seeks a waiver of that portion of subsection (6)(a) of Rule 25-6.065, F.A.C. (the "Rule") requiring customers to locate the manual disconnect switch on renewable generation systems adjacent to the meter. A waiver of this requirement will promote customer usage and reduce costs.

Because each modification and the requested waiver benefits customers and promotes the use of renewable energy, the Commission should approve the proposed modifications to the Standard Interconnection Agreements and the requested rule waiver.

## I. Introduction and Background

1. The Petitioner's name and address:

Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408

2. Any pleading, motion, notice, order, or other document required to be served upon FPL or filed by any party to this proceeding should be served upon the following individuals:

Kenneth A. Hoffman  
Vice President, Regulatory Affairs  
ken.hoffman@fpl.com  
Florida Power & Light Company  
215 S. Monroe Street, Suite 810  
Tallahassee, FL 32301  
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3. Pursuant to Rule 25-9.001(3), Florida Administrative Code ("F.A.C."), FPL seeks approval of modifications to the Standard Interconnection Agreements contained in its tariffs.

4. The purpose of Rule 25-6.065 is to encourage renewable energy generation. Rule 25-6.065(3), F.A.C. requires each investor-owned utility ("IOU") to file for Commission approval within 30 days of the Rule's enactment a Standard Interconnection Agreement for expedited interconnection of customer-owned renewable generation up to two megawatts.

5. By Order No. PSC-08-0624-TRF-EI, issued September 24, 2008, in Docket No. 080265-EI, *In re: Petition for approval of net metering tariff and standard interconnection agreements, by Florida Power & Light Company*, the Commission approved tariffs incorporating the Standard Interconnection Agreements submitted by FPL. In Order No. PSC-08-0625-TRF-EI, the Commission recognized that the requirements of Rule 25-6.065, F.A.C., represented a

new process, and that IOUs can request tariff revisions as they gain experience implementing the Rule.

6. The experience FPL has gained administering its Standard Interconnection Agreements has revealed that certain modifications are necessary to further the goal of encouraging renewable energy generation. FPL requests modifications to the Standard Interconnection Agreements to (1) modify the indemnity and insurance provisions; (2) include a definition of “Gross Power Rating”; and (3) remove the requirement for a manual disconnect switch on U.L. 1741 systems for inverter-based customer-owned renewable generation systems.

7. Additionally, FPL’s experience has revealed the need for flexibility regarding the location placement of the manual disconnect switch. Accordingly, FPL seeks a waiver from that portion of Rule 25-6.065(6)(a), F.A.C., that strictly requires placement of the manual disconnect switch adjacent to the meter socket.

8. As will be demonstrated below, the requested modifications and proposed waiver benefit customers by facilitating increased customer participation and renewable generation, improving customer safety or information accessibility, or reducing customer costs. Accordingly, the modifications and waiver detailed herein should be approved.

## **II. Modification of Indemnity and Insurance Provisions**

9. *Indemnity Provision.* Rule 25-6.065(5), F.A.C., lists the minimum contents of a Standard Interconnection Agreement. Subsection (d) of the Rule requires “[a] provision that the customer shall hold harmless and indemnify the investor-owned utility from all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the investor-owned utility.”

10. FPL's Standard Interconnection Agreements for Tier 2 (Section 8.1) and Tier 3 (Section 10.1) systems, as contained in FPL's tariff, currently state: "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."

11. *Insurance provision.* Rule 25-6.065(5)(e), F.A.C., sets forth "[a] requirement for general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of no more than \$1 million for Tier 2, and no more than \$2 million for Tier 3." Accordingly, FPL's Standard Interconnection Agreement for Tiers 2 and 3 contain insurance provisions.

12. The existing Tier 2 insurance provision states: "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." (emphasis added).

13. The existing Tier 3 insurance provision states: "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." (emphasis added).

14. *State Sovereign Immunity.* State and government agencies that are FPL customers seek to install customer-owned renewable generation systems. These state and government agencies assert that they are barred by law, however, from agreeing to the indemnity and insurance provisions contained in FPL's Standard Interconnection Agreements. Section 768.28, Florida Statutes (2013), provides a limited waiver of sovereign immunity for state agencies. Specifically, Section 768.28(5) states that "[n]either the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment by any one person which **exceeds the sum of \$200,000** or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, **exceeds the sum of \$300,000.**" (emphases added).

15. Pursuant to this statute, state and government agencies are self-insured only up to the limits permitted by Section 768.28(5), and as a statutory matter they cannot agree to the insurance or indemnity provisions contained in FPL's existing Standard Interconnection Agreement. To address these limitations, FPL requests that the indemnity provisions of its Standard Interconnection Agreement for Tiers 1, 2 and 3 be modified to add the following language denoted in underlined type face:

**Indemnity. \*\*\***

Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury or to 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. Nothing herein shall be intended to serve as a waiver or limitation of the Customer's sovereign immunity defense as allowed by law.<sup>1</sup>

16. Similarly, regarding the insurance provisions, FPL requests that each Tier limit the requirements “to the extent permitted by law.” Thus, FPL requests that the insurance provisions of its Standard Interconnection Agreement for Tiers 1, 2 and 3 be modified to add the following language denoted in underlined type face:

Tier 1

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 to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

Tier 2

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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

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<sup>1</sup> For Tiers 1 and 2, this provision is located at Section 8.1. For Tier 3, this provision is located at Section 10.1.

### Tier 3

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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

17. These tariff modifications will allow state and government agencies that are FPL customers to enter into FPL's Standard Interconnection Agreements, thus promoting the goal of encouraging renewable generation. In addition, the requested tariff modifications will improve administrative efficiency for FPL to execute its Standard Interconnection Agreements with state agencies by eliminating the need to obtain waivers from the Commission each time a state agency seeks to install a customer-owned generation system. In this way, the tariff modifications also will reduce the regulatory burdens on the state agencies.

18. The Commission approved a substantially similar request by Progress Energy Florida in Docket No. 120228-EQ, Order Nos. PSC-12-0538-PAA-EQ and PSC-12-0602-CO-EQ (dated Nov. 5, 2012). The same rationale underlying the Commission's approval in that docket applies here. Accordingly, the Commission should approve FPL's request to modify the indemnity and insurance provisions for Tiers 1, 2 and 3 in order to eliminate any conflict with statutory liability limitations.

### **III. Definition of Gross Power Rating**

19. Rule 25-6.065(2)(b), F.A.C. defines "Gross Power Rating" as "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 investor-owned utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.”

20. FPL's Standard Interconnection Agreement requires customers to provide information related to the Gross Power Rating of their proposed renewable generation system. In FPL's experience administering the Standard Interconnection Agreements, many customer applications contain errors related to the Gross Power Rating calculation information. Thus, FPL believes that customers would benefit from having the definition of Gross Power Rating readily available in the Standard Interconnection Agreement.<sup>2</sup>

21. In addition, customers typically receive the rating information required to be set forth in the Standard Interconnection Agreements from independent contractors that customers hire to perform the installation of the renewable generation system. Many contractors provide the rating information in “DC” format rather than the required “AC” format. For that reason, FPL proposes to specify as necessary throughout the Standard Interconnection Agreement that the rating should be provided in “AC” format.

22. Arming customers with this information in an easily accessible format is likely to reduce application errors, which, in turn, will avoid the delays caused by those errors. The requested modification thus benefits customers, and FPL's request should be approved.

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<sup>2</sup> For Tiers 1 and 2, the Gross Power Rating definition would appear as Section 1.1. For Tier 3, the Gross Power Rating definition would appear as Section 1.6.



#### **IV. Modification of Manual Disconnect Requirement**

##### *A. Elimination of the Manual Disconnect Switch Requirement for Systems Listed to U.L. 1741*

23. Currently, Tiers 2 and 3 of FPL's Standard Interconnection Agreement require the customer to install, at the customer's expense, a manual disconnect switch of the visible load break type in order 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 purpose of a manual disconnect switch is to prevent backfeed from the customer's system to the utility in the event of an outage or other malfunction.

24. For two reasons, FPL requests approval to eliminate the manual disconnect switch requirement for systems listed to U.L. 1741 on the Standard Interconnection Agreements for Tiers 2 and 3. For Tier 1, FPL likewise seeks to add language expressing that no manual disconnect switch is required for systems listed to U.L. 1741. First, systems listed to U.L. 1741 are designed to disconnect automatically from a utility within seconds of an outage and therefore will not backfeed the utility. Requiring a manual disconnect is therefore duplicative of the safety benefits already built in to U.L. 1741 systems.

25. Second, under the existing requirement, customers who wish to install a renewable energy system in high rise buildings must run conductors a substantial distance from the roof to the ground floor to connect to the switch, and then to their AC wiring. By eliminating the switch requirement, the renewable energy system can be connected near the roof of the building. Thus, eliminating the manual disconnect switch requirement reduces the cost to the customer for the system, and reduces the associated energy losses, thereby further encouraging the installation of customer-owned renewable generation systems.

26. The proposed modified language is set forth below:

U.L.1741 Listed, inverter-based [Tier 1] customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.<sup>3</sup>

B. *Include Requirement under Tier 1 that Customers Install Manual Disconnect Switch for Non-Inverter Based Systems at Customer's Expense.*

27. For safety reasons, FPL will retain the current language requiring customers with non-inverter based energy sources to install a manual disconnect switch. FPL's existing Standard Interconnection Agreements for Tiers 2 and 3 require that the customer install the switch at the customer's expense. This is authorized under Rule 25-6.065(6)(a).

28. Under the existing Tier 1 Agreement, however, installation of a manual disconnect switch by the customer is not required. FPL's experience has revealed that safety warrants the installation of a manual disconnect switch for all non-inverter based systems. Non-inverter based systems are not equipped to shut down automatically in the event of an FPL system outage, which would result in backfeed to FPL's system. Protective relaying could be added, but that would not guarantee that the customer's renewable generation system will shut down properly. By contrast, installation of a manual disconnect switch provides a visual load break, which will ensure that the customer's system does not backfeed. Consistent with Rule 25-6.065(6)(a), the switch should be installed at the customer's expense.

29. Accordingly, in order to maintain appropriate safety protections, FPL requests that the Tier 1 Standard Interconnection Agreement be modified to require the installation of a manual disconnect switch for renewable generation systems that are not inverter based.

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<sup>3</sup> FPL proposes to use the same language for each tier.

30. The proposed modification is set forth below in legislative format:

~~In the event FPL elects~~Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install a manual disconnect switch, it shall be installed, at ~~FPL~~the Customer's expense. ~~The FPL installed,~~ a manual disconnect switch ~~shall be 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.

**V. Petition for Permanent Waiver of Portion of Rule 25-6.065(6)(a) Manual Disconnect Switch Location Requirement**

31. Rule 25-6.065(6)(a) addresses manual disconnect switches on renewable generation systems and states, in pertinent part, that “[t]he manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the investor-owned utility and capable of being locked in the open position with a single investor-owned utility padlock.” Consistent with the goal of reducing costs and energy losses for customers, FPL seeks a permanent waiver of the portion of subsection (6)(a) of Rule 25-6.065 that strictly requires the switch to be mounted adjacent to the meter socket. Additionally, FPL requests permission to include a concomitant provision in the Standard Interconnection Agreements that accords FPL and the Customer flexibility to install the manual disconnect switch at a location not adjacent to the meter socket.

*A. Requirements for Granting Agency Waivers Pursuant to Section 120.542, F.S.*

32. The Florida Legislature has found that “[s]trict application of uniformly applicable rule requirements can lead to unreasonable, unfair, and unintended results in particular instances.” § 120.542(1), F.S. The Legislature accordingly deemed it “appropriate in such cases . . . for agencies to provide relief to persons subject to regulation.” *Id.*

33. Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means and when application of a rule would create a substantial hardship or would violate principles of fairness. § 120.542(2), F.S. For waiver purposes, “substantial hardship” means “a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver.” *Id.*

34. Commission Rule 28-104.002, F.A.C., implements section 120.54, F.S. Rule 28-104.002 requires the utility to cite in its petition the applicable rule or portion of the rule, as well as the statutes the rule is implementing. In addition, a petition for a variance or waiver must include “[t]he specific facts that demonstrate a substantial hardship or a violation of principles of fairness that would justify a waiver or variance for the petitioner” and show “[t]he reason why the variance or the waiver requested would serve the purposes of the underlying statute.”

*B. Citation to Applicable Portion of Rule and FPL’s Existing Tariff*

35. FPL seeks a permanent waiver of that portion of subsection (6)(a) of Rule 25-6.065 addressing the location of the manual disconnect switch, denoted in underlined typeface below:

The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the investor-owned utility and capable of being locked in the open position with a single investor-owned utility padlock.

FPL does not seek a waiver or variance from any other portion of Rule 25-6.065(6)(a).

36. FPL's existing Standard Interconnection Agreement for all tiers contains a provision similar to the Rule:

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.

*C. Strict Application of Rule 25-6.065(6)(a) Creates a Substantial Hardship*

37. FPL's experience working with customers that wish to install renewable generation systems on their premises has revealed that strict compliance with Rule 25-6.065(6)(a) can create substantial hardship. Under the existing requirement, customers who wish to install a renewable energy system in high rise buildings must run conductors a substantial distance from the roof to the ground floor to connect to the switch, and then to their AC wiring. Other building configurations may require similar long-distance wiring. Thus, strict application of the Rule 25-6.065(6)(a)'s manual disconnect location requirement results in increased installation costs to the customer. Additionally, the long-distance wiring increases energy losses, and thus adds another layer of costs. Together, these additional costs create a substantial hardship for customers.

*D. The Requested Waiver Will Serve the Purposes of the Statutes Underlying Rule 25-6.065(6)(a)*

38. Rule 25-6.065 implements sections 366.05(1), 366.81, 366.82(1)-(2), 366.91(1)-(2), and 366.92 of the Florida Statutes. Each of these statutes concerns renewable energy and reflects the Legislature's intent to promote the development of renewable energy. The statutes do not require a manual disconnect switch or dictate where such switch must be placed on the customer's premise. Rather, the legislature left matters of that to the Commission's discretion,

while declaring, among other things, that “it is critical to utilize the most . . . *cost-effective* demand-side renewable energy systems . . . .” § 366.81, F.S. (emphasis added).

39. The requested waiver will serve the purposes of the statutes underlying Rule 25-6.065(6)(a). Providing flexibility to customers as to the placement of their manual disconnect switch will continue to promote the development of renewable energy in Florida. Indeed, by avoiding unnecessary expenses and energy losses, granting the waiver and permitting such flexibility may encourage even more customer installations.

*E. Tariff Modification*

40. Consistent with the waiver of the portion of Rule 25-6.065(6)(a) excerpted above, FPL requests that it be allowed to add to its Standard Interconnection Agreement for all three tiers the paragraph set forth below:

In the event that FPL has determined in respect of the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL’s meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer’s premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL’s meter socket at a location agreed to by the Customer and FPL, and a permanent weather-proof plaque shall be installed adjacent to FPL’s meter socket indicating the location of the manual disconnect switch or switches.

41. Together, the proposed waiver and tariff modifications benefit customers by reducing costs and energy losses while maintaining safety. In fact, strict application of the Rule 25-6.065(6)(a)’s manual disconnect location requirement may discourage customers altogether from installing renewable generation systems. Since the Rule’s adoption, FPL has worked with customers who wished to install renewable generations systems, but for design or financial reasons, would not or could not mount the manual disconnect switch immediately adjacent to the

meter socket. To accommodate these customers, FPL representatives collaborated with the customers and agreed upon a location for the switch separate from the meter so long as it met all applicable safety and engineering standards. The FPL representatives also required the customer to install a permanent, weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch.

42. To the extent these incidents are viewed to be inconsistent with Rule 25-6.065(6)(a), the actions were not willful and no customer was harmed financially or otherwise. FPL representatives worked cooperatively with customers and acted consistent with the National Electric Code, which does not impose a similar strict location requirement. Rather, the National Electric Code provides that the manual disconnect switch be installed at a readily accessible location either on the outside of a building or structure, or inside nearest the point of entrance of the system conductors.

43. FPL has worked cooperatively with this Commission's Staff to develop a resolution that addresses those occasions that may be construed as non-compliant. If the Commission grants the requested rule waiver and the tariff modifications, FPL will request that all affected customers enter superseding agreements that contain requested tariff modification.

44. In sum, the proposed waiver and tariff modifications will benefit customers by reducing installations costs and energy losses, thereby promoting the development of renewable energy systems. This achieves the purpose of Rule 25-6.065. Accordingly, FPL's request for a permanent rule waiver of the above-stated portion of Rule 25-6.065(6)(a) and attendant request for modification of the manual disconnect switch requirement should be approved.

## **V. Miscellaneous Matters**

45. As a ministerial matter, FPL seeks approval to reverse the order of the signature block that appears at the end of the Standard Interconnection Agreements and to eliminate the triplication and witnessing requirement. In the existing agreements, FPL's signature appears before the customer's signature. FPL originally anticipated that the customer would submit completed, unsigned agreements in triplicate; then FPL would review, sign and return the three copies of the agreement to the customer for a countersignature and a witness signature. FPL's experience has revealed that this is impracticable for all parties involved, and it does not provide any material benefits to FPL or the Customer.

46. Accordingly, FPL's request to reverse the order of the signature block that appears at the end of the Standard Interconnection Agreements, and to eliminate the triplication and witnessing requirements should be approved.

47. In addition, minor edits to the Standard Interconnection Agreements are needed in order to incorporate and conform to the modifications requested herein, such as changes to section numbers and other word changes. FPL also has identified a few scriveners' errors and updated its contact information. These changes are set forth in legislative format and clean versions of the Standard Interconnection Agreements, attached as Amended Exhibits "1" and "2" respectively.

## **VI. Conclusion**

For the reasons stated above, FPL respectfully requests that the Commission approve its Amended Petition. FPL has attached redline and clean versions of the proposed changes to its Standard Interconnection Agreements. The modified tariffs are attached hereto in legislative format as Amended Exhibit 1 and in clean format as Amended Exhibit 2.



Amended Exhibit 1 - the legislative format document – shows the modifications in two colors: the redline reflects changes already requested in FPL’s original petition (dated August 22, 2013); the blueline reflects changes made after the original petition was filed.

Respectfully submitted,

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(561) 304-5795  
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By: /s/ Maria Jose Moncada  
Maria Jose Moncada

**CERTIFICATE OF SERVICE**  
**Docket 130225-EQ**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Amended Petition for Approval of Modification to Standard Interconnection Agreements and for Waiver of Portion of Rule 25-6.065(6)(a) has been furnished on October 25, 2013, to the following:

Kelly Corbari, Esquire  
kcorbari@psc.state.fl.us  
Office of the General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-1400  
Via electronic mail and U.S. mail

Joint Administrative Procedures Committee  
Room 680, Pepper Building  
111 W. Madison Street  
Tallahassee, Florida 32399-1400  
*Via UPS*

By: /s/ Maria J. Moncada  
Maria J. Moncada

# EXHIBIT 1

**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 AC 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 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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- 1.2 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~~Power Rating that:
  - a) does not exceed 90% of the Customer’s utility distribution service rating; and
  - b) is 10 kW AC or less.

Gross ~~power rating~~ Power Rating for the Customer-owned renewable generation is \_\_\_\_\_ —kW AC.
- 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 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.~~
- ~~5.2 5.1 In the event FPL elects~~ Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install a manual disconnect switch, it shall be installed, at FPL the Customer's expense. ~~The FPL installed, a~~ manual disconnect switch shall be 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.
- ~~5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.~~

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 6.3~~ 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 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.~~
- ~~6.2 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~~

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equipment as determined by FPL; and

- e) 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)

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

- 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 and ~~an~~ Interconnection Agreement 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; and 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 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 Gross Power Rating.

## 8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver or limitation of the Customer's sovereign immunity defense as allowed by law.

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.~~

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~~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)

**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 be assignable by either Party upon 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 to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

**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 the lessor 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~~



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~~Commission rules.~~

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~~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)

**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.

**19. Governmental Entities**

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.0539.053.1)

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

**CUSTOMER**

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

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

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

**FLORIDA POWER & LIGHT COMPANY**

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

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

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

**CUSTOMER**

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

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

The completed agreement may be submitted to FPL by:

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

E-mail - scan and e-mail to [Netmetering@fpl.com](mailto:Netmetering@fpl.com)

Mail - send to: Net Metering  
FPL – Mail code CSF-GO  
9250 W. Flagler St.  
Miami, FL 33174

**FLORIDA POWER & LIGHT COMPANY**

9250 W. Flagler St.  
Miami, FL 33174

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**FAX - 305-552-2275**

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 AC and less than or equal to 100 kW AC, 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 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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- 1.2 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~~ Power Rating that:
  - a) does not exceed 90% of the Customer’s utility distribution service rating; and
  - b) is greater than 10 kW AC and less than or equal to 100 kW AC.

Gross ~~power rating~~ Power Rating for the Customer-owned renewable generation is \_\_\_\_\_ kW AC.

- 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 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. 9.056)

(Continued from Sheet No. 9.056)

**5. Manual Disconnect Switch**

5.1 U.L.1741 Listed, inverter-based Tier 2 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 ~~5.1~~ Other customer-owned Tier 2 renewable generation systems that are not U.L. 1741 inverter based. 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.

5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

**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, amongst others:

- 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~~ Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement 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.

(Continued on Sheet No. 9.058)

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~~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)

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.

## 8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.

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~~ by this Interconnection Agreement.

## 10. Assignment

10.1 The Interconnection Agreement shall ~~not~~ be assignable by either Party ~~without~~ upon 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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Sheet No. 9.059)

## ~~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.~~



~~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 from Sheet No. 9.058)

**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 the lessor may 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 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.

**19. Governmental Entities**

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

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

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

**CUSTOMER**

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

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

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

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

(Continued on Sheet No. 9.060)

(Continued from Sheet No. 9.059)

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

**CUSTOMER**

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

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

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

**FLORIDA POWER & LIGHT COMPANY**

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

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

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

The completed agreement may be submitted to FPL by:

E-mail - scan and e-mail to [Netmetering@fpl.com](mailto:Netmetering@fpl.com)

Mail - send to: Net Metering  
FPL – Mail code CSF-GO  
9250 W. Flagler St.  
Miami, FL 33174

FAX - 305-552-2275

**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 AC and less than or equal to 2 MW AC, 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. **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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.**
- 1.7. 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~~ **Power Rating** that:
  - a) does not exceed 90% of the Customer’s utility distribution service rating; and
  - b) is greater than 100 kW AC and less than or equal to 2 MW AC.

Gross ~~power rating~~ **Power Rating** for the Customer-owned renewable generation is \_\_\_\_\_ kW AC.

- 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)

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**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:
- any installed manual disconnect switch, as applicable;
  - FPL's metering equipment;
  - Any additional metering equipment installed by Customer; and
  - 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:
- technical design parameters of the system and the manufacture's installation;
  - operation and maintenance instructions to ensure compliance with IEEE and UL standards;
  - local inspection and certifications; and
  - 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 U.L.1741 Listed, inverter-based Tier 3 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 5.4-Other customer-owned Tier 3 renewable generation systems that are not U.L. 1741 inverter based. 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~~**

~~5.3 6.1. FPL may open the~~In the event that FPL has determined in respect of the Customer-owned renewable generation that the installation of a 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 or switches adjacent to FPL's meter socket would not be practical from a safety~~

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perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

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**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, amongst others:

- 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~~ Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement 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~~ 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.



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~~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)

8.2 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.

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, to the extent of the law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

~~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 FPL.~~

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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.

#### 12. Assignment

12.1. The Interconnection Agreement shall ~~not~~ be assignable by either Party ~~without~~ upon 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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

#### 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~~

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~~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 replaening 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)

- 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.

**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 the lessor 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.

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~~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)

**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:

**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.

**23. Governmental Entities**

23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

**CUSTOMER:**

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

**FPL:**

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

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

**CUSTOMER**

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

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

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

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

(Continued on Sheet No. 9.072.1)



(Continued from Sheet No. 9.072)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed 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)

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

The completed agreement may be submitted to FPL by:

**E-mail** - scan and e-mail to [Netmetering@fpl.com](mailto:Netmetering@fpl.com)

**Mail** - send to: Senior Manager, Wholesale Services

\_\_\_\_\_  
FPL – Mail code TSP/LFO  
\_\_\_\_\_  
4200 West Flagler St.  
\_\_\_\_\_  
Miami, FL 33134

**Phone** – (305) 442-5199

**FAX** - 305-552-2275

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- 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.

# EXHIBIT 2

**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 AC 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 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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.2 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 AC or less.  
 Gross Power Rating for the Customer-owned renewable generation is \_\_\_\_\_kW AC.

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 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. 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.

5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

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.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

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 and Interconnection Agreement 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; and 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 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 Gross Power Rating.

8. **Indemnity**

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

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.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

**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 be assignable by either Party upon 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 to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

**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 the lessor may 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.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053)

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.

19. **Governmental Entities**

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.054)



(Continued from Sheet No. 9.053.1)

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

**CUSTOMER**

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

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

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

**FLORIDA POWER & LIGHT COMPANY**

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

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

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

The completed agreement may be submitted to FPL by:

**E-mail** - scan and e-mail to [Netmetering@fpl.com](mailto:Netmetering@fpl.com)

**Mail** - send to: Net Metering  
FPL – Mail code CSF-GO  
9250 W. Flagler St.  
Miami, FL 33174

**FAX** - 305-552-2275

**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 AC and less than or equal to 100 kW AC, 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 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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.2 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 AC and less than or equal to 100 kW AC.

Gross Power Rating for the Customer-owned renewable generation is \_\_\_\_\_kW AC.

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 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. 9.056)

(Continued from Sheet No. 9.056)

**5. Manual Disconnect Switch**

- 5.1 U.L.1741 Listed, inverter-based Tier 2 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.
- 5.2 Other customer-owned Tier 2 renewable generation systems that are not U.L. 1741 inverter based. 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.
- 5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

**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 and Interconnection Agreement 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.

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

- 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.
8. **Indemnity**
- 8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.
- 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 be assignable by either Party upon 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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Sheet No. 9.059)

(Continued from Sheet No. 9.058)

**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 the lessor may 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 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.

**19. Governmental Entities**

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.060)

(Continued from Sheet No. 9.059)

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

**CUSTOMER**

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

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

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

**FLORIDA POWER & LIGHT COMPANY**

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

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

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

The completed agreement may be submitted to FPL by:

**E-mail** - scan and e-mail to [Netmetering@fpl.com](mailto:Netmetering@fpl.com)

**Mail** - send to: Net Metering  
FPL – Mail code CSF-GO  
9250 W. Flagler St.  
Miami, FL 33174

**FAX** - 305-552-2275

**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 AC and less than or equal to 2 MW AC, 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. **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 FPL’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- 1.7. 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 AC and less than or equal to 2 MW AC.

Gross Power Rating for the Customer-owned renewable generation is \_\_\_\_\_ kW AC.

- 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. 9.066)

**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 U.L.1741 Listed, inverter-based Tier 3 customer-owned renewable generation systems do not require customer-installed manual disconnect switch.
- 5.2 Other customer-owned Tier 3 renewable generation systems that are not U.L. 1741 inverter based. 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.
- 5.3 In the event that FPL has determined in respect of the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

(Continued on Sheet No. 9.068)



(Continued from Sheet No. 9.067)

**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:
- Emergencies or maintenance requirements on FPL's system;
  - Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
  - 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
  - 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 and Interconnection Agreement 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.

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

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.

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, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, 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. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

(Continued on Sheet No. 9.070)

(Continued from Sheet No. 9.069)

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.

12. **Assignment**

12.1 The Interconnection Agreement shall be assignable by either Party upon 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, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

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.

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

- 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.
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 the lessor may 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.

(Continued on Sheet No. 9.072)

(Continued from Sheet No. 9.071)

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:

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.

23. **Governmental Entities**

23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

**CUSTOMER:**

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

**FPL:**

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

(Continued on Sheet No. 9.072.1)

(Continued from Sheet No. 9.072)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed 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)

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

The completed agreement may be submitted to FPL by:

**E-mail** - scan and e-mail to Netmetering@fpl.com

**Mail** - send to: Senior Manager, Wholesale Services  
FPL – Mail code TSP/LFO  
4200 West Flagler St.  
Miami, FL 33134

**Phone** – (305) 442-5199

**FAX** - 305-552-2275

(Continued from Sheet No. 9.075)

- 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.