**AGENDA REPORT**
**October 23, 2018**

## FPL Interconnection Agreement

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**SUBJECT:**
Approval RE: Agreement with FPL for interconnection of Customer-Owned Renewable Energy Generation to FPL's electrical service grid.

**FISCAL IMPACT:**
This project will result in a reduction of electrical expenditures.

**DEPT/OFFICE:**
Solid Waste Department

**REQUESTED ACTION:**
It is requested that the Board of County Commissioners authorize the Solid Waste Management Department Director to execute Interconnection Agreements with FPL for renewable energy generation from solar panels located at the County's Solid Waste Management facilities once each agreement has been reviewed and approved by the County Attorney.

**SUMMARY EXPLANATION and BACKGROUND:**
The Board previously approved a parking lot for the solid waste maintenance building. As part of the project a solar array was constructed over the parking spaces, taking advantage of space that would not be used for any other purpose. To complete the project we need to contract with Florida Power and Light Company (FPL) for a net metering program that allows the County to interconnect approved renewable energy generation systems (i.e. solar panels) to the electric grid to supplement the electricity to the County's facilities, thereby offsetting operational costs.

Brevard County Solid Waste Management successfully took advantage of this program in 2016 by constructing a solar panel array at the new scale house located at the Central Disposal Facility, located in Cocoa, which greatly reduces electrical cost, thereby defraying operating costs of the scale house. Future solar energy projects are budgeted for other Solid Waste facilities. Each project requires that there be a standard Interconnection Agreement between the County and FPL. Authorizing the Solid Waste Director to sign these agreements will expedite future projects for the benefit of the County.

**ATTACHMENTS:**

**Description**

- **Example FPL Interconnect Agreement**

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

**Tammy Rowe,** Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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Tammy.Rowe@brevardclerk.us

October 24, 2018

MEMORANDUM

TO: Euripides Rodriguez, Solid Waste Management Director

RE: Item F.6., FPL Interconnection Agreement

The Board of County Commissioners, in regular session on October 23, 2018, authorized you to execute Interconnection Agreements with FPL for renewable energy generation from solar panels located at the County's Solid Waste Management facilities once each agreement has been reviewed and approved by the County Attorney.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

**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 Brevard County Board Of County Commissioners ("Customer"), with an address of 2250 ADAMSON RD #BLDG MAINT, Cocoa, FL, 32926 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 76.50 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. 9.055)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

3.7 The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

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

4.1 At FPL's election, FPL shall have the right to inspect the Tier 2 Customer-owned renewable generation. All initial physical inspections and inspection of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspections are delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.

4.2 Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.

4.3 FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:

a) any installed manual disconnect switch, as applicable;
b) FPL's metering equipment;
c) Any additional metering equipment installed by Customer; and
d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.

4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:

a) technical design parameters of the system and the manufacture's installation;
b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
c) local inspection and certifications; and
d) other documents associated with specific installations.

4.5 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. **Manual Disconnect Switch**

5.1 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)

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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.

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)

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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)

Euripides Rodriguez

(Print or Type Name)

Title: Brevard County Solid Waste Management Director

Reviewed for legal form and content:

Assistant County Attorney

**FLORIDA POWER & LIGHT COMPANY**

(Signature)

Kaz Melians

(Print or Type Name)

Title: Manager, Product Support

NO Signature required USING AS AN EXAMPLE

The completed agreement may be submitted to FPL by:

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

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

**FAX** - 305-552-2275