



Florida Power & Light Company, 215 S. Monroe St., Suite 810, Tallahassee, FL 32301

Jessica Cano
Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 304-5226
(561) 691-7135 (Facsimile)

May 7, 2008

VIA HAND DELIVERY

Ms. Ann Cole
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
Betty Easley Conference Center
2540 Shumard Oak Boulevard, Room 110
Tallahassee, FL 32399-0850

080265

RECEIVED-FPSC
08 MAY -7 PM 4:47
COMMISSION
CLERK

Re: Florida Power & Light Company's Petition for Approval of Net Metering Tariff and Standard Interconnection Agreements; Docket No. _____

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") are the original and fifteen (15) copies of FPL's Petition for Approval of Net Metering Tariff and Standard Interconnection Agreements, with attachments. Also included herewith is a diskette containing the electronic version of FPL's Petition, without attachments, in word processing format.

Please contact me if you or your Staff has any questions regarding this filing.

- CMP _____
- DOM _____
- CTR _____
- ECR 1 + disk
- GCI 1
- OPC 1
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH 1

Enclosures

Sincerely,

for Jessica Cano

DOCUMENT NUMBER-DATE

03793 MAY-7 08

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's)
Petition for Approval of Net Metering Tariff)
and Standard Interconnection Agreements)

Docket No. 080265

Filed: May 7, 2008

**FLORIDA POWER & LIGHT COMPANY'S
PETITION FOR APPROVAL OF NET METERING TARIFF
AND STANDARD INTERCONNECTION AGREEMENTS**

Florida Power & Light Company ("FPL"), by and through its counsel, pursuant to Rules 25-6.065(3) and 28-106.301, Florida Administrative Code, respectfully requests that the Florida Public Service Commission (the "Commission") approve FPL's proposed Fourteenth Revised Tariff Sheet No. 10.010 and standard interconnection agreements (Original Sheet Nos. 9.050 through 9.074), in order to implement the requirements of Rule 25-6.065, Florida Administrative Code, which as amended governs the interconnection and net metering of customer-owned renewable generation ("the amended Rule"). FPL also requests that it be permitted to cancel its Third Revised Tariff Sheet No. 9.025 and Second Revised Tariff Sheet No. 9.026, which is the current Interconnection Agreement for Small Photovoltaic Systems (the "current Interconnection Agreement").

FPL requests that net metering pursuant to Rule 25-6.065 and its proposed tariff sheets become effective as of the first billing cycle of the month following the month that the tariff sheets are approved. The proposed general billing parameters tariff sheet and standard interconnection agreement tariff sheets are attached to this Petition as Attachment A, and the itemized cost justification for certain application fees, as explained below, is attached to this Petition as Attachment B. In support of this Petition, FPL states as follows:

1. FPL is a public utility subject to the jurisdiction of the Commission pursuant to Chapter 366 of the Florida Statutes. FPL's General Offices are located at 9250 West Flagler

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Street, Miami, FL 33174. FPL has a substantial interest in the interconnection with its system and net metering of customer-owned renewable generation.

2. Pleadings, motions, notices, orders or other documents required to be served upon the petitioner or filed by any party to this proceeding should be served upon the following individuals:

Jeffrey S. Bartel
Vice President, Regulatory Affairs
Florida Power & Light Company
215 S. Monroe Street
Suite 810
Tallahassee, FL 32301
Tel: 850-521-3910

R. Wade Litchfield
Vice President and Associate General Counsel
Jessica A. Cano
Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Tel: 561-304-5226

3. Rule 25-6.065(3), Florida Administrative Code, requires each investor-owned utility to file a standard interconnection agreement for Commission approval for the expedited interconnection of customer-owned renewable generation of up to two megawatts (“MW”), within 30 days of the effective date of the amended Rule. The amended Rule became effective on April 7, 2008. Accordingly, in compliance with this obligation, FPL is requesting approval of the attached tariff sheets, which include the general billing parameters as well as the proposed standard interconnection agreements.

4. The amended Rule provides for different conditions or terms related to customer-owned facilities that fall into one of three categories: Tier 1 facilities which have a gross power rating that is 10 kilowatts (“kW”) or less; Tier 2 facilities which have a gross power rating that is greater than 10 kW and less than or equal to 100 kW; and Tier 3 facilities which have a gross power rating that is greater than 100 kW and less than or equal to 2 MW. *See* 25-6.065(4)(a), Fla. Admin Code. In order to simplify the agreements, make the agreements more customer friendly and minimize the potential for customer confusion, FPL is filing three standard

interconnection agreements – one for each tier – for Commission approval. Each of FPL’s standard interconnection agreements contains the minimum provisions required by subsection (5) of the amended Rule.

5. Rule 25-6.065(4)(f), Florida Administrative Code, permits investor-owned utilities to propose for Commission approval standard application fees for Tiers 2 and 3. FPL has included a \$200 application fee in its proposed standard interconnection agreement for Tier 2, and a \$500 application fee in its proposed standard interconnection agreement for Tier 3. The itemized cost support for these fees, as required by subsection (4)(f) of the amended Rule, is provided in Attachment B.

6. FPL also requests authorization to cancel its current Interconnection Agreement. The cancellation of the current Interconnection Agreement is necessary because some of the terms contained therein are inconsistent with the amended Rule. For example, the current Interconnection Agreement requires customers with systems of 10 kW or less to carry a minimum of \$100,000 of liability insurance, but the amended Rule prohibits a utility from requiring customers with systems that size to carry any amount of liability insurance. Additionally, the current Interconnection Agreement is no longer needed because the proposed agreement for Tier 1 facilities applies to the same type of customer-owned facilities as the current Interconnection Agreement.

7. The amended Rule requires that the standard interconnection agreements include certain provisions that impose continuous obligations on both the customer and FPL. *See* 25-6.065(5). For example, customers are obligated to notify FPL of any modifications to the customer-owned equipment. *Id.* Accordingly, the amended Rule provides for agreements which will govern activities between the customer and FPL following the initial interconnection of the

customer-owned equipment. For that reason, and because FPL's current Interconnection Agreement should be cancelled, customers who already have small photovoltaic systems interconnected to FPL's system will need to sign a new interconnection agreement that conforms to the requirements of the amended Rule.

8. FPL requests that its proposed tariff and standard interconnection agreements be effective on the first billing cycle of the month following the month that the tariff sheets are approved. An effective date that is linked with a customer's existing billing cycle will simplify billing of currently interconnected customers and ensure the equitable treatment of all customers in the implementation of net metering. The amended Rule does not require that currently interconnected customers execute new interconnection agreements prior to the beginning of net metering, and FPL does not propose to require the execution of a new agreement prior to the customer's first billing cycle of the month following the month that the tariff sheets are approved in order for a customer to be eligible for net metering. However, as explained above, new interconnection agreements are necessary, and will be required of currently interconnected customers.

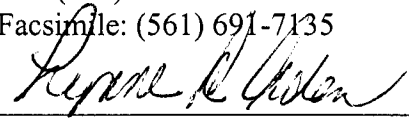

9. FPL's proposed tariff sheets and standard interconnection agreements are in full compliance with Rule 25-6.065, Florida Administrative Code, and furthermore, will encourage the development of small customer-owned renewable generation in furtherance of the Commission's stated goals.

10. FPL is not aware of any contested issues of material fact with respect to this Petition.

WHEREFORE, for the foregoing reasons, FPL requests that the Commission grant FPL's Petition, approve the cancellation of FPL's Third Revised Tariff Sheet No. 9.025 and Second Revised Tariff Sheet No. 9.026, and approve FPL's Fourteenth Revised Tariff Sheet No. 10.010 and standard interconnection agreements (Original Sheet Nos. 9.050 through 9.074) in the form attached hereto as Attachment A, with an effective date of the first billing cycle of the month following the month that the tariff sheets are approved.

Respectfully submitted this 7th day of May, 2008.

R. Wade Litchfield, Vice President and
Associate General Counsel
Jessica A. Cano
Attorney
700 Universe Boulevard
Juno Beach, FL 33408
Tel: (561) 304-5226
Facsimile: (561) 691-7135

By: 
 Jessica A. Cano
Fla. Bar. No. 0037372

Attachment A

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

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

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

WITNESSETH:

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

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

1. Definitions

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

2. Customer Qualification and Fees

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

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

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

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

3. General Responsibilities of the Parties

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

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

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

3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

DOCUMENT NUMBER - DATE

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective:

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FPSC-COMMISSION CLERK

(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 any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet FPL's legal obligation to provide service to its Customers.
5. **Manual Disconnect Switch**
- 5.1 In the event FPL elects to install a manual disconnect switch, it shall be installed at FPL's expense. The FPL installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.
6. **Disconnection / Reconnection**
- 6.1 FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons, which are by way of illustration not limitation:
- a) Emergencies of maintenance requirements on FPL's system;
 - b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
 - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.
7. **Modifications/Additions to Customer-owned Renewable Generation**
- 7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) 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 sixty (60) days notice prior to installation.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

- 7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and condition, 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 maximum output of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.
8. **Indemnity**
- 8.1 Subject to Section 2.7 Indemnity to FPL, or Section 2.71 Indemnity to FPL – Governmental of FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend FPL from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Customer-owned renewable generation system, in any manner directly or indirectly connected with, or growing out of operation of the Customer-owned renewable generation, except in those cases where loss occurs due to the negligent actions of FPL.
- 8.2 FPL shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of FPL's system, except when the loss occurs due to the negligent actions of the Customer.
9. **Assignment**
- 9.1 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.
- 9.2 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.
10. **Insurance**
- 10.1 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.
11. **Renewable Energy Certificates**
- 11.1 The Customer shall retain any Renewable Energy Certificates produced by the 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. **Lease Agreements**
- 12.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 12.2 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 become subject to the Florida Public Service Commission jurisdiction and various fines and penalties.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

13. **Dispute Resolution**

13.1 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.

14. **Effective Date**

14.1 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.

15. **Termination**

15.1 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 isolate the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) business days that the disconnect procedure has been completed.

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

16.1 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.

17. **Entire Agreement**

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

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

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

CUSTOMER

(Signature)

(Print or Type Name)

Title: _____

Witness: _____
(Print or Type Name)

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

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

WITNESSETH:

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

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

1. Definitions

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

2. Customer Qualification and Fees

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

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

2.2 The Customer shall be required to pay an application fee of \$200 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 Customer-owned renewable generation complies with the foregoing standards.

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, from time-to-time, 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, from time-to-time, 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 any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet FPL's legal obligation to provide service to its customers.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. **Manual Disconnect Switch**

5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

6. **Disconnection / Reconnection**

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

6.2 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.

6.3 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons, which are by way of illustration not limitation:

- a) Emergencies of 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 the 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 10.1 below.

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

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

7.2 If the Customer adds another Customer-owned renewable generation which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide sixty (60) days notice prior to installation.

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

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

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

8. **Indemnity**

8.1 Subject to Section 2.7 Indemnity to FPL, or Section 2.71 Indemnity to FPL – Governmental of FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend FPL from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Customer-owned renewable generation, in any manner directly or indirectly connected with, or growing out of operation of the Customer-owned renewable generation, except in those cases where loss occurs due to the negligent actions of FPL.

8.2 FPL shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of FPL's system, except when the loss occurs due to the negligent actions of the Customer.

9. **Assignment**

9.1 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.

9.2 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.

10. **Insurance**

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

11. **Renewable Energy Certificates**

11.1 The Customer shall retain any Renewable Energy Certificates produced by the 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. **Lease Agreements**

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

12.2 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 become subject to the Florida Public Service Commission jurisdiction and various fines and penalties.

13. **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.

14. **Effective Date**

14.1 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.

(Continued on Sheet No. 9.059)

(Continued from Sheet No. 9.058)

15. **Termination**

15.1 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 isolate the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) business days that the disconnect procedure has been completed.

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

16.1 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.

17. **Entire Agreement**

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

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

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

CUSTOMER

(Signature)

(Print or Type Name)

Title: _____

Witness: _____
(Print or Type Name)

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

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

WITNESSETH:

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

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

1. Definitions

- 1.1. **Point of Interconnection/Change of Ownership** – shall mean 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** – shall mean 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. 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) greater than 100 kW and less than or equal to 2 MW.

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

- 2.2. In order to commence the process for interconnection, Customer shall provide FPL a completed application.
- 2.3. The Customer shall be required to pay an application fee of \$500.00 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.
- 2.4. In the event the Customer-owned renewable generation does not pass the Fast Track Screens and the Customer elects to proceed with an Interconnection Study, as described in Section 8, hereto, the Customer shall be required to pay a deposit of the lesser of 50 percent of good faith estimated Interconnection Study costs or earnest money of \$1,000.

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.
- 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.

(Continued on Sheet No. 9.066)

(Continued from Sheet No. 9.065)

- 3.3. The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and metering equipment, to be set forth in Attachment 1 to the Interconnection Agreement and made a part hereof.
- 3.4. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.5. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, and has been approved and has met all electrical and mechanical qualifications.
- 3.6. The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.7. Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.
- 3.8. The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application. If FPL determines that an Interconnection Study is necessary for a Customer, FPL shall execute the Interconnection Agreement within ninety (90) calendar days of a completed application.

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, from time-to-time, 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.

(Continued on Sheet No. 9.067)

(Continued from Sheet No. 9.066)

- 4.4. FPL shall also have the right, from time-to-time, 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 any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. **Manual Disconnect Switch**

5.1. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

6. **Disconnection / Reconnection**

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

6.2. 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.

6.3. FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons, which are by way of illustration not limitation:

- a) Emergencies of maintenance requirements on FPL's system;
- b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
- d) Failure of the Customer to maintain the required insurance coverage as stated in Section 13.1 below.

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

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

(Continued on Sheet No. 9.068)

(Continued from Sheet No. 9.067)

- 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 sixty (60) 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 maximum output 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 provide for an initial review of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPL electric system, consistent with prudent utility practice.
- 8.1.2. In order to pass the Fast Track Screens, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on FPL's electric system.
- 8.1.3. If the Customer's interconnection request passes the Fast Track Screens, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

- 8.2. In those instances in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

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. Interconnection Study fees shall be based on FPL's actual costs and will be invoiced to the Customer after the study is completed and delivered and will include a summary of FPL's professional time.
- 8.3.4. The Customer shall pay any Interconnection Study costs, without interest, that exceed the deposit within thirty (30) calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, FPL shall refund such excess, without interest, within thirty (30) calendar days of the invoice.

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.

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

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. Subject to Section 2.7 Indemnity to FPL, or Section 2.71 Indemnity to FPL – Governmental of FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend FPL from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, including the Customer-owned renewable generation, in any manner directly or indirectly connected with, or growing out of operation of the Customer-owned renewable generation, except in those cases where loss occurs due to the negligent actions of FPL.

10.2. FPL shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of FPL's system, except when the loss occurs due to the negligent actions 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 thirty (30) calendar days notice to the other party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

12.2. An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

13. **Insurance**

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

14. **Renewable Energy Certificates**

14.1. The Customer shall retain any Renewable Energy Certificates produced by the 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. 9.070)

(Continued from Sheet No. 9.069)

15. Billing, Payment, and Financial Security

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

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.

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

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, applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently isolate the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

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

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

21. **Notices**

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

CUSTOMER:

FPL:

22. **Entire Agreement**

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

(Continued on Sheet No. 9.072)

(Continued from Sheet No. 9.071)

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

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

CUSTOMER

(Signature)

(Print or Type Name)

Title: _____

Witness: _____
(Print or Type Name)

**ATTACHMENT 1 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE
GENERATION TIER 3**

**ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RENEWABLE GENERATION AND METERING
EQUIPMENT**

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

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

CONTRACT PROVISIONS - VARIOUS

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

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

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

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

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

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

NET METERING OF CUSTOMER-OWNED RENEWABLE GENERATION. For Customers with renewable generation equipment that have executed an interconnection agreement with the Company, the following billing parameters will apply.

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

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

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1. the minimum charge as stated in their applicable rate schedule, or 2. the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with the provisions of their applicable rate schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation will be in accordance with their applicable rate schedule. Additionally, the customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available.

CONTRACT PROVISIONS - VARIOUS

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

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

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

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

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

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

NET METERING OF CUSTOMER-OWNED RENEWABLE GENERATION. For Customers with renewable generation equipment that have executed an interconnection agreement with the Company, the following billing parameters will apply.

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

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

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1. the minimum charge as stated in their applicable rate schedule, or 2. the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with the provisions of their applicable rate schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation will be in accordance with their applicable rate schedule. Additionally, the customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available.

Attachment B

Application Cost Justification

Application Fee - Tier 2 Interconnection			
Process	Hours	Cost	Total
Application Review	1.0	\$40.00	\$40.00
Inspection of System (including vehicle)	2.0	\$50.00	\$100.00
Management Review	0.5	\$80.00	\$40.00
Processing of Meter Change Request	1.0	\$20.00	\$20.00
Total			\$200.00

Application Fee - Tier 3 Interconnection			
Process	Hours	Cost	Total
Application Review	3.0	\$50.00	\$150.00
Fast Track Screens Review	2.0	\$65.00	\$130.00
Inspection of System (including vehicle)	2.0	\$50.00	\$100.00
Management Review	0.5	\$80.00	\$40.00
Processing of Meter Change Request	2.0	\$40.00	\$80.00
Total			\$500.00