



VIA FEDERAL EXPRESS

January 12, 1998

Ms. Blanca S. Bayó, Director  
Division of Records & Reporting  
Florida Public Service Commission  
Betty Easley Conference Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

980069-ETC

Dear Ms. Bayó:

Enclosed for filing are the original and fifteen copies of a Petition of Florida Power & Light Company for Approval of an "Interconnection Agreement Between Florida Power & Light Company and Metropolitan Dade County, South District Waste Water Treatment Plant, Phase I." An additional copy is also enclosed, which I would appreciate having docketed and date-stamped as "filed," and then returned to me in the accompanying postage paid envelope.

Thank you for bringing this filing to the attention of the Commission.

Very truly yours,

David L. Smith  
Senior Attorney

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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

Petition of Florida Power & Light )  
Company for Approval of )  
Interconnection Agreement )

Docket No. \_\_\_\_\_  
Filed: January 13, 1998

**PETITION**

Pursuant to Rule 25-22.036(4), F.A.C., Florida Power & Light Company ("FPL") hereby petitions the Florida Public Service Commission ("Commission") for approval of an Interconnection Agreement ("Agreement") between FPL and Metropolitan Dade County ("MDC"), dated December 16, 1997, and attached hereto as Appendix A. Any pleading, motion, notice, order or other document required to be served in this proceeding or filed by any other party to this proceeding should be forwarded to the following individuals:

W. G. Walker, III  
Vice President  
Regulatory Affairs Department  
Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

David L. Smith, Esq.  
Law Department  
Florida Power & Light Company  
P.O. Box 029100  
Miami, Florida 33102-9100

In support of this Petition, FPL states as follows:

**Background**

1. In February 1992, MDC self-certified as a "qualifying facility," pursuant to regulations of the Federal Energy Regulatory Commission ("FERC"), MDC's small power production facility (the "Facility"), to be located at MDC's South District Waste Water Treatment Plant ("SDWWTP") at 8950 S.W. 232 Street in Dade County, Florida, and to be

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FLORIDA PUBLIC SERVICE COMMISSION

fueled by scrubbed methane gas, a by-product of sewage treatment processing. See Appendix B to this Petition.

2. The Agreement will govern the Facility's interconnection and operation in parallel with FPL's electrical distribution system. The Facility consists of three 900 kilowatt engine driven gas generators, which will be used to self-serve a portion of the MDC load at the SDWWTP, with the remainder of the electrical load to be served by FPL.

### **Terms of the Interconnection Agreement**

3. As set forth in Section 14.02 of the Agreement, FPL is to request the Commission's approval of the Agreement, and MDC is to support such filing and approval.

4. Section 9.01 of the Agreement states that the Agreement is to become effective upon its date (i.e., 12/16/97), and continue in effect for an initial term ending December 31, 2014, with automatic two-year extensions absent FPL's or MDC's election to terminate the Agreement.

5. Article VII and Exhibit D of the Agreement provide for a Specified Load and Generation Control Service ("SLGC Service") charge to be assessed against MDC. It is FPL's provision of SLGC Service at the formulary rate specified in the Agreement which necessitates the Commission's approval of the Agreement. See Sections 366.03, 366.04(1) and 366.06(1), F.S. (1995). SLGC Service is similar to the regulation service provided by FPL (i) to the City of Lake Worth, Florida, for FPL's delivery (wheeling) to Lake Worth of firm capacity and energy from a qualifying cogeneration facility located inside

FPL's control area during the summer of 1991,<sup>1</sup> (ii) to Georgia-Pacific Corporation ("G-P") under the terms of an interconnection agreement dated March 13, 1992, between FPL and G-P, which was approved by the Commission's Order No. PSC-92-0790-FOF-EQ issued in Docket No. 920582-EQ on August 10, 1992 (92 FPSC 8:152), and (iii) to Lee County, Florida, under the terms of an interconnection agreement dated October 29, 1992, between FPL and Lee County, which was approved by the Commission's Order No. PSC-93-0265-FOF-EQ issued in Docket No. 921200-EQ on February 22, 1993 (93 FPSC 2:570). Furthermore, this is the same SLGC Service which will be provided by FPL to MM Tomoka Farms LLC ("MM") under the terms of an interconnection agreement dated June 30, 1997, between FPL and MM, which was approved by the Commission's Order No. PSC-97-1484-FOF-EQ issued in Docket No. 970883-EQ on November 24, 1997.

6. In the recent MM Order, the Commission described SLGC Service (Slip Opinion at page 2):

Because MM's generators will be synchronized with FPL's system, any instantaneous increase or decrease in electrical output from MM's units will automatically cause an opposite compensating adjustment in the output of FPL's generators. Thus, FPL will be compensated for deviations in the output of MM's facility. This deviation, or hourly control swing, is the difference between the highest and lowest instantaneous demand (measured in kW) received and recorded by FPL during each hour.

It is FPL's provision of load and generation control service at the formulary rate contained in the agreement that necessitates our approval of the agreement. The Control Service Daily Demand Charge Rate is not contained in any FPL tariff. The rate is based on FPL's cost of generation

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<sup>1</sup> The underlying methodology for such regulation service was accepted by the FERC in Docket No. ER91-385-000, in which the FPL/Lake Worth transmission service agreement was approved.

and transmission to respond to real-time fluctuations in the output of MM's facility.

7. In the Lee County Order, the Commission stated (93 FPSC 2:570,572):

FPL's assessment of a Regulation Service Charge in the Lee County interconnection agreement is similar to its assessment for regulation service to Georgia-Pacific under the terms of an interconnection agreement that we approved in . . . 1992. In that order we did not intend to imply that we would automatically approve a regulation service assessment fee. Under some circumstances a regulation service assessment fee may not be appropriate. We do think that the fee is appropriate in this agreement.

8. Similarly, in the recent MM Order, the Commission stated (Slip Opinion at pp. 2-3):

While we approved the Regulation Service Charge in the Georgia-Pacific and Lee County cases, we did not intend to imply our generic approval of the regulation service assessment fee.

The Control Service Daily Demand Charge Rate is based on revenue requirements, billing determinants, and loss factors approved by this Commission through Order No. 13537 in Docket No. 830456-EI, FPL's last rate case. We find that the Specified Load and Generation Control Service Charge is appropriate in the MM interconnection agreement.

9. FPL respectfully submits that the similarities among the MDC, MM and the Lee County situations and the related interconnection agreements clearly warrant the Commission's approval in this Docket of FPL's assessment of the SLGC Service charge against MDC.

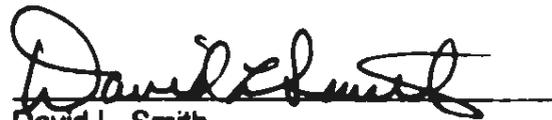
10. With two exceptions, the remaining provisions of the Agreement, although they are case-specific to the MDC Facility and its integration with FPL's system, are not materially different from those contained in other interconnection agreements between FPL and owners/operators of "qualifying facilities." These two exceptions are reflected in (i)

Section 5.05.01 and Exhibit E of the Agreement relating to limitations on parallel operation of the MDC Facility, and (ii) Section 10.01 relating to liability insurance, pursuant to which FPL will procure a \$1 Million policy in MDC's behalf and then bill MDC for the premium assessments and deductibles.<sup>2</sup>

**WHEREFORE**, FPL respectfully requests the Commission to approve the Agreement so as to fully permit its rates, terms and conditions to govern the parties' relationship with respect to MDC's scrubbed-methane-gas-fired facility in Dade County and the Facility's interconnection, and operation in parallel, with FPL's electrical distribution system.

Dated this 12th day of January, 1998.

Respectfully submitted,



David L. Smith  
Senior Attorney  
Florida Power & Light Company  
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(305) 552-3924  
Florida Bar No. 0473499

Attorney for Florida Power  
& Light Company

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<sup>2</sup> Item (ii) is in keeping with FPL's previously expressed willingness (see, for example, 91 FPSC 8:560, 607) to assist owners and operators of "qualifying facilities" in obtaining necessary insurance coverage.

# **APPENDIX A**

11-18-97  
E-1373-97  
AP

**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**FLORIDA POWER & LIGHT COMPANY**  
**AND**  
**METROPOLITAN DADE COUNTY**  
**SOUTH DISTRICT WASTE WATER TREATMENT PLANT**  
**PHASE I**

## TABLE OF CONTENTS

<b>RECITALS</b> .....	1
<b>ARTICLE I</b> .....	2
<b>DEFINITIONS</b> .....	2
Section 1.01 - FPL Facilities .....	2
Section 1.02 - Interconnection Facilities .....	2
Section 1.03 - MDC Facilities .....	2
Section 1.04 - MDC Generation Facility .....	2
Section 1.05 - Operating Representatives .....	2
Section 1.06 - Past Due After Date .....	2
Section 1.07 - Point of Change of Ownership .....	3
Section 1.08 - Prime Rate .....	3
Section 1.09 - Protective Equipment .....	3
<b>ARTICLE II</b> .....	4
<b>OPERATING REPRESENTATIVES</b> .....	4
Section 2.01 - Operating Representatives .....	4
<b>ARTICLE III</b> .....	4
<b>INTERCONNECTION FACILITIES TO BE CONSTRUCTED</b> .....	4
Section 3.01 - Interconnection Facilities .....	4
Section 3.01.01 - Construction Responsibilities of FPL .....	4
Section 3.01.02 - Construction Responsibilities of MDC .....	5
Section 3.02 - MDC Facilities .....	5
Section 3.03 - Final FPL Design .....	5
Section 3.04 - Delays .....	5
<b>ARTICLE IV</b> .....	6
<b>INTERCONNECTION FACILITIES</b> .....	6
Section 4.01 - MDC Generation Facility .....	6
Section 4.02 - General .....	6
Section 4.02.01 - Hazardous or Unsafe Conditions .....	6
Section 4.02.02 - Temporary Disconnections .....	6
Section 4.02.03 - Synchronization .....	7
<b>ARTICLE V</b> .....	7
<b>OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENTS</b> .....	7
Section 5.01 - General .....	7
Section 5.02 - FPL's Interconnection Facilities .....	7
Section 5.03 - MDC Facilities .....	8
Section 5.04 - Changes by MDC .....	8
Section 5.05 - Limitations on Parallel Operations .....	8

Section 5.05.01 - Limitation When Equipment Out of Service .....	8
Section 5.05.02 - Limitation on MDC Generation Facility in Parallel Operation .....	9
Section 5.06 - Harmonics .....	9
<b>ARTICLE VI</b> .....	9
<b>COST RESPONSIBILITIES</b> .....	9
Section 6.01 - MDC's Cost Responsibilities .....	9
Section 6.02 - FPL's Cost-Related Responsibilities .....	10
Section 6.02.01 - Prior Notification Required .....	10
Section 6.02.02 - Exceptions to Prior Notification Requirement .....	10
<b>ARTICLE VII</b> .....	11
<b>SPECIFIED LOAD AND GENERATION CONTROL SERVICE</b> .....	11
Section 7.01 - Specified Load and Generation Control Service to Be Provided .....	11
Section 7.02 - Monthly Charge for Specified Load and Generation Control Service .....	11
Section 7.02.01 - Daily Control Service Demand .....	11
Section 7.02.02 - Hourly Control Swing .....	11
Section 7.02.03 - Control Service Daily Demand Charge Rate .....	11
Section 7.02.04 - Monthly Load Served Ratio .....	11
Section 7.02.05 - Excluded Hours .....	12
Section 7.03 - Limitations on Specified Load and Generation Control Service .....	12
Section 7.03.01 - Unique Service .....	12
<b>ARTICLE VIII</b> .....	13
<b>BILLING AND PAYMENT</b> .....	13
Section 8.01 - Billing and Payment for FPL Facilities .....	13
Section 8.01.01 - Initial Payments .....	13
Section 8.01.02 - Final Billing and Payment .....	13
Section 8.02 - Budget, Billing and Payment for Operation and Maintenance Expenses and for Specified Load and Generation Control Service .....	13
Section 8.03 - Disputed Bills .....	14
Section 8.04 - Disconnection of Facilities .....	14
Section 8.05 - Reimbursement of Costs Imposed on FPL .....	14
Section 8.06 - Challenges to Bills .....	15
<b>ARTICLE IX</b> .....	15
<b>TERM</b> .....	15
Section 9.01 - Term .....	15
<b>ARTICLE X</b> .....	15
<b>INSURANCE</b> .....	15
Section 10.01 - Insurance .....	15

<b>ARTICLE XI</b> .....	16
<b>INDEMNITY</b> .....	16
Section 11.01 - Indemnification .....	16
<b>ARTICLE XII</b> .....	16
<b>LIMITATION OF LIABILITY</b> .....	16
Section 12.01 - Limitation of Liability .....	16
<b>ARTICLE XIII</b> .....	17
<b>FORCE MAJEURE</b> .....	17
Section 13.01 - Force Majeure .....	17
<b>ARTICLE XIV</b> .....	17
<b>MISCELLANEOUS</b> .....	17
Section 14.01 - Applicable State Law .....	17
Section 14.02 - FPSC Approval of Agreement .....	18
Section 14.03 - Default .....	18
Section 14.04 - Responsibility for the MDC Generation Facility and the MDC Facilities .....	19
Section 14.05 - Waivers .....	19
Section 14.06 - Successors and Assigns .....	19
Section 14.07 - Effect of Section Headings .....	19
Section 14.08 - Exhibits .....	19
Section 14.09 - Relationship of the Parties .....	20
Section 14.10 - No Dedication of the System .....	20
Section 14.11 - Notices .....	20
Section 14.12 - Complete Agreement .....	20
Section 14.13 - Execution of Counterparts .....	21
<b>EXHIBIT A</b> .....	A-1
<b>INTERCONNECTION CONFIGURATION</b> .....	A-1
<b>EXHIBIT B</b> .....	B-1
<b>ESTIMATE OF INTERCONNECTION FACILITIES TO BE PROVIDED BY         FPL</b> .....	B-1
<b>EXHIBIT C</b> .....	C-1
<b>ESTIMATE OF INTERCONNECTION COSTS</b> .....	C-1
<b>EXHIBIT D</b> .....	D-1
<b>CONTROL SERVICE DAILY DEMAND CHARGE RATE</b> .....	D-1
<b>EXHIBIT E</b> .....	E-1
<b>OPERATING PROCEDURES TO PREVENT PARALLELING THROUGH FEEDER NO. 9432</b> .....	E-1



1 **ARTICLE I**

2 **DEFINITIONS**

3 **Section 1.01 - FPL Facilities:** All facilities on FPL's side of the Point of Change of Ownership,  
4 including, but not limited to, improvements, terminal facilities, Interconnection Facilities, protective  
5 equipment, data acquisition remote terminal unit(s), metering and recording devices, and other  
6 related equipment and materials. In addition, FPL Facilities include two FPL cabinets containing  
7 Interconnection Equipment (including, but not limited to, relays, metering equipment and solid state  
8 data recorders), accessible only to FPL personnel, located on MDC's side of the Point of Change  
9 of Ownership. **Exhibit A** - Interconnection Configuration, shows the Point of Change of Ownership  
10 between the FPL Facilities and the MDC Facilities.

11 **Section 1.02 - Interconnection Facilities:** All FPL and MDC facilities which FPL has determined  
12 and MDC has concurred are necessary to interconnect the MDC Generation Facility with FPL's  
13 system in a safe and reliable manner pursuant to Section 3.01.01 of this Agreement, including, but  
14 not limited to, FPL Facilities, Protective Equipment, the MDC Facilities and related facilities  
15 (including, but not limited to, other substation facilities) as shown on **Exhibit A** to this Agreement.  
16 The major components of the Interconnection Facilities on FPL's side of the Point of Change of  
17 Ownership are shown on **Exhibit B** to this Agreement.

18 **Section 1.03 - MDC Facilities:** All facilities on MDC's side of the Point of Change of Ownership,  
19 with the exception of two FPL cabinets containing Interconnection Equipment (including, but not  
20 limited to, relays, metering equipment and solid state data recorders), accessible only to FPL  
21 personnel, located on MDC's side of the Point of Change of Ownership.

22 **Section 1.04 - MDC Generation Facility:** Three 900 kW engine driven gas generators at  
23 SDWWTP ("Phase I"). Other generation which MDC either has on-line or plans to install in the  
24 future will be specified at later dates ("Phase II") and MDC shall make separate application to FPL  
25 which may result in a separate interconnection agreement, or amendment to this Agreement, as  
26 appropriate.

27 **Section 1.05 - Operating Representatives:** Those individuals appointed by the respective Parties  
28 pursuant to Section 2.01.

29 **Section 1.06 - Past Due After Date:** Thirty (30) days from the date of mailing (as determined by  
30 postmark) or delivery, as the case may be. If the Past Due After Date should fall on a Sunday or  
31 on a Monday which is a holiday, then the Past Due After Date shall be the next business day after

1 such Sunday or holiday. If the Past Due After Date should fall on a Saturday or on any holiday  
2 other than a Monday holiday, the Past Due After Date shall be the business day prior to such  
3 Saturday or holiday. The following holidays, as observed by FPL, are the only holidays which shall  
4 be considered in the above determinations: New Year's Day (January 1st); Martin Luther King, Jr.  
5 Day (third Monday in January); Washington's Birthday (third Monday in February); Memorial Day  
6 (last Monday in May); Independence Day (July 4th); Labor Day (first Monday in September);  
7 Veterans' Day (November 11th); Thanksgiving Day (fourth Thursday in November); Christmas Eve  
8 Day (December 24th); and Christmas Day (December 25th). If a holiday falls on a Saturday, it is  
9 observed on the prior Friday and, if a holiday falls on a Sunday, it is observed on the following  
10 Monday; however, if Christmas Eve falls on a Friday, it is observed on the prior Thursday or, if  
11 Christmas Day falls on a Monday, it is observed on the following Tuesday. FPL shall have the  
12 right, upon thirty (30) days' written notice, to revise the holidays pursuant to this Section 1.06.

13 **Section 1.07 - Point of Change of Ownership:** The point(s) at which the MDC Facilities connect  
14 to the FPL Facilities as shown on Exhibit A to this Agreement, with the exception of two FPL  
15 cabinets containing Interconnection Equipment (including, but not limited to, relays, metering  
16 equipment and solid state data recorders), accessible only to FPL personnel, located on MDC's side  
17 of the Point of Change of Ownership and denoted by a dashed line on Exhibit A.

18 **Section 1.08 - Prime Rate:** The average of the prime lending rates reported in the Money Rates  
19 column of the Wall Street Journal, as the "PRIME RATE", on the last business day of the applicable  
20 month and the last business day of the preceding month. In the event that one or more of such  
21 reports indicate a range of such rate, the average of the two limits shall be used in the calculation.  
22 Similar data from the New York Times may be used if the Wall Street Journal is not published that  
23 day.

24 **Section 1.09 - Protective Equipment:** Includes, but shall not be limited to, protective relays,  
25 relaying panels, relaying cabinets, circuit breakers, conduits, cabling, current transformers, potential  
26 transformers, coupling capacitor voltage transformers, wave traps, transfer trip and fault recorders,  
27 which directly or indirectly provide input to relays, fiber optic communication equipment, power line  
28 carrier equipment and telephone circuits, and any other equipment necessary to implement the  
29 protection-related provisions of this Agreement.

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**ARTICLE II**

**OPERATING REPRESENTATIVES**

**Section 2.01 - Operating Representatives:** Each Party shall appoint, or cause its designee to appoint, an Operating Representative who shall be the person responsible for the daily operations of that Party, and shall notify, or cause its designee to notify, the other Party of such appointment. Each Party or its designee will also appoint an alternate Operating Representative to act for it in the absence of the primary Operating Representative, and may change such appointment(s) of primary or alternate Operating Representative(s) at any time by similar written notice. The Operating Representatives shall hold meetings at the request of either Party at a time and place agreed by the Parties to review the duties set forth herein or to discuss any other matters within the scope of their authority. The Operating Representatives shall be responsible for effecting such duties as may be required of them, including, but not limited to, the start-up and synchronization of the MDC Generation Facility, and any other duties as may be conferred upon them by mutual agreement of FPL and MDC. Each Party shall cooperate in providing to the Operating Representatives all information required in the performance of their duties. All decisions and agreements made by the Operating Representatives shall be evidenced in writing.

**ARTICLE III**

**INTERCONNECTION FACILITIES TO BE CONSTRUCTED**

**Section 3.01 - Interconnection Facilities:** The Parties shall, pursuant to this Agreement, design, engineer, modify, upgrade, install and construct the Interconnection Facilities necessary to connect Phase I of the MDC Generation Facility with FPL's system. The purpose of this interconnection is for the supply of power to MDC from FPL and not for the supply of power to FPL from MDC. A list of the estimated major components of the Interconnection Facilities to be provided by FPL is set forth in Exhibit B to this Agreement. Phase II of the MDC Generation Facility shall require a separate application to FPL which may result in a separate interconnection agreement, or amendment to this Agreement, as appropriate.

**Section 3.01.01 - Construction Responsibilities of FPL:** FPL shall, at MDC's expense, design, engineer, modify, upgrade, install, construct and own the FPL Facilities, as FPL determines are necessary to interconnect the MDC Generation Facility with FPL's system in a safe and reliable manner. Further, the design, engineering, installation and construction

1 shall comply with all applicable laws, regulations and codes, including the National Electrical  
2 Safety Code, and shall be in accordance with prudent utility practices and FPL standards.  
3 FPL's estimate of these costs is shown on Exhibit C - Estimate of Interconnection Costs.

4 **Section 3.01.02 - Construction Responsibilities of MDC:** Except for the two FPL cabinets  
5 identified in Section 1.01, MDC shall, at its own expense, design, engineer, install, construct  
6 and own the Interconnection Facilities on MDC's side of the Point of Change of Ownership  
7 necessary to interconnect the MDC Generation Facility with FPL's system in a safe and  
8 reliable manner. Further, the design, engineering, installation and construction shall comply  
9 with all applicable laws, regulations and codes, including the National Electrical Safety Code,  
10 and shall be in accordance with prudent utility practices.

11 **Section 3.02 - MDC Facilities:** MDC shall, at its own expense, design, engineer, install, construct  
12 and own those MDC Facilities which interconnect the MDC Generation Facility with FPL's system,  
13 and shall make any additions and/or modifications to such MDC Facilities which both Parties  
14 mutually agree are required to accommodate such interconnection in a safe and reliable manner.

15 **Section 3.03 - Final FPL Design:** The Parties recognize and agree that FPL's design, configuration  
16 and estimated costs of the Interconnection Facilities on FPL's side of the Point of Change of  
17 Ownership (as delineated in Exhibits A, B and C of this Agreement) have been finalized and are  
18 based on a completed set of as-built documents and technical data for the MDC Generation Facility  
19 and the Interconnection Facilities provided by MDC on MDC's side of the Point of Change of  
20 Ownership. MDC has coordinated the final design and configuration with FPL to ensure proper  
21 coordinated operation of the Interconnection Facilities. FPL may revise its design, configuration and  
22 estimate of costs for FPL's Interconnection Facilities, in accordance with prudent utility practices  
23 and FPL standards, including, but not limited to, revisions made upon receipt of any additional or  
24 revised information from MDC (costs may only be revised pursuant to Section 6.02.01).

25 **Section 3.04 - Delays:** Each Party shall keep the other Party informed of its construction schedules  
26 for the Interconnection Facilities under this Agreement and of any change(s), including the reason(s)  
27 for such change(s). Each Party agrees to provide to the other Party periodic progress reports on the  
28 status of its (their) respective project(s).

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**ARTICLE IV**

**INTERCONNECTION FACILITIES**

**Section 4.01 - MDC Generation Facility:** For the purposes of this interconnection, the MDC Generation Facility is a self-service "qualifying facility" under applicable state and federal laws and regulations; however, the purpose of this interconnection is for the supply of power to MDC from FPL and not for the supply of power to FPL from MDC and, in the event that MDC later elects to sell capacity and/or energy to FPL, the Parties recognize and agree that the Interconnection Facilities may have to be redesigned and modified to accommodate sales from MDC to FPL.

**Section 4.02 - General:** FPL and MDC shall operate and maintain their respective Interconnection Facilities in a safe and reliable manner and in accordance with prudent utility practices so as to protect the reliability of FPL's system and the MDC Facilities.

**Section 4.02.01 - Hazardous or Unsafe Conditions:** MDC shall immediately notify FPL's system operator (or such other FPL representative as may be designated in writing by FPL) by telephone at 305-442-5744 in the event of MDC's discovery of any hazardous or unsafe condition(s) associated with the Parties' operations that affect(s) the Interconnection Facilities or FPL's system. If such conditions are detected by FPL, then FPL shall likewise contact the operator of the MDC Generation Facility by telephone. Each Party agrees to immediately take corrective action which is necessary and appropriate to eliminate the hazardous or unsafe condition(s).

**Section 4.02.02 - Temporary Disconnections:** The MDC Generation Facility shall be promptly disconnected from FPL's electrical system upon oral or written request given by FPL to MDC whenever FPL reasonably determines that such disconnection is necessary i) to provide safe and reliable service to FPL's customers, (ii) to protect FPL's generation, distribution or transmission facilities, or (iii) when the disconnection is reasonably necessary for the purpose of maintenance, testing, repairs, replacements or installation of equipment, or for investigations and inspections of electrical facilities. FPL will use reasonable best efforts to confirm oral requests by FAX transmission within three business days. In addition, the MDC Generation Facility may be automatically disconnected from FPL's system through the operation of Protective Equipment provided as part of the final design which has been accepted by the Parties. Following any disconnection of the MDC Generation Facility, resynchronization of the MDC Generation Facility with FPL's electrical system shall only

1 be accomplished pursuant to Section 4.02.03. The Parties shall cooperate to minimize power  
2 interruptions.

3 **Section 4.02.03 - Synchronization:** Prior to the synchronization of the MDC Generation  
4 Facility with FPL's system, including, but not limited to, resynchronization following  
5 disconnection of the MDC Generation Facility pursuant to Section 4.02.02, the Parties'  
6 Operating Representatives shall confer regarding such synchronization. The synchronization  
7 of the MDC Generation Facility shall be accomplished utilizing MDC's synchronization  
8 equipment, and in a safe and reliable manner consistent with FPL's practices for its own  
9 equipment. Protective Equipment shall be installed by the Parties, at MDC's expense, to  
10 prevent inadvertent synchronization of the MDC Generation Facility with FPL's system. The  
11 final design and the cost estimate of FPL Facilities which have been accepted by the Parties  
12 include protective equipment to prevent inadvertent synchronization through feeder No. 9431;  
13 in addition, MDC agrees to implement the Exhibit E operating procedures in order to prevent  
14 inadvertent synchronization of the MDC Generation Facility through feeder No. 9432.

## 15 ARTICLE V

### 16 **OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENTS**

17 **Section 5.01 - General:** Each Party shall own and be responsible for the operation and maintenance  
18 of the Interconnection Facilities on such Party's side of the Point of Change of Ownership in  
19 accordance with prudent utility practices.

20 **Section 5.02 - FPL's Interconnection Facilities:** FPL shall own and have the exclusive right to  
21 modify, test, operate, and maintain the Interconnection Facilities on FPL's side of the Point of  
22 Change of Ownership, plus the two FPL cabinets identified in Section 1.01. Additionally, FPL shall  
23 have the exclusive right to design, engineer, install, construct, own, modify, test, operate, and  
24 maintain any capital improvements and replacements which FPL reasonably determines are required  
25 for the safe and reliable operation of the Interconnection Facilities on FPL's side of the Point of  
26 Change of Ownership, plus the relay cabinet and the solid state data recorder cabinet identified in  
27 Section 1.01. For improvements and replacements for which FPL expects reimbursement from  
28 MDC, FPL shall notify and provide reasonable justification to MDC for approval prior to incurring  
29 costs, if the anticipated costs were not included in the annual budget, and shall bill MDC for such  
30 costs in accordance with Article VIII. Notwithstanding the above, to the extent that FPL makes any

1 capital improvements to the Interconnection Facilities on FPL's side of the Point of Change of  
2 Ownership for purposes other than accommodating or maintaining the interconnection of the MDC  
3 Generation Facility with FPL's system, MDC shall not be responsible for costs and expenses  
4 incurred by FPL in constructing, operating and maintaining such capital improvements for such other  
5 purposes. FPL shall provide MDC notification of any modifications to the Interconnection Facilities  
6 on FPL's side of the Point of Change of Ownership.

7 **Section 5.03 - MDC Facilities:** MDC shall own, operate, and maintain the MDC Facilities.  
8 Additionally, MDC shall design, engineer, install, construct, own, operate and maintain any capital  
9 improvements which MDC reasonably determines are required for the MDC Facilities. MDC shall  
10 coordinate such capital improvements with FPL. MDC shall fulfill its obligations under this Section  
11 5.03 at its own expense.

12 **Section 5.04 - Changes by MDC:** MDC shall submit to FPL, for FPL's review and approval or  
13 disapproval, any proposed change(s) to the MDC Generation Facility when such proposed change(s)  
14 could materially affect the electrical output, capability or reliability of the MDC Generation Facility  
15 or FPL's system. MDC shall similarly submit, for FPL's review and approval, any proposed  
16 changes to the operating procedures set forth in Exhibit E and addressed in Section 5.05.01.  
17 Change(s) proposed by MDC shall not be made prior to MDC's receipt of FPL's written approval,  
18 which shall not be unreasonably withheld. FPL's approval or disapproval shall be provided to MDC  
19 as soon as reasonably practicable. MDC shall provide FPL with sufficient project details and  
20 adequate advance written notice to allow FPL to properly evaluate the effect of the change(s) on the  
21 interconnected operation of the MDC Generation Facility with FPL's system

22 **Section 5.05 - Limitations on Parallel Operations:**

23 **Section 5.05.01 - Limitation When Equipment Out of Service:** MDC agrees that the  
24 Interconnection Facilities are configured for parallel operation only through feeder No. 9431.  
25 In the event this feeder No. 9431 is out of service for any reason, MDC agrees to forego its  
26 ability to operate in parallel and shall cease any activity which results in parallel operation.  
27 MDC agrees that, in order to adequately safeguard FPL and MDC personnel and equipment,  
28 the parallel operation of any MDC generation equipment through feeder No. 9432 must be  
29 prevented under any and all circumstances. Toward that end, MDC has developed such  
30 operating procedures, which comprise Exhibit E to this Agreement. FPL has reviewed the  
31 Exhibit E operating procedures and agrees that, if implemented and followed, these operating

1 procedures are intended to prevent such parallel operation. MDC agrees to implement and  
2 follow the mutually-agreed Exhibit E operating procedures in order to prevent under any  
3 circumstance the parallel operation of any of MDC's generation equipment through feeder  
4 No. 9432. Failure by MDC to strictly adhere to these operating procedures shall constitute  
5 a default under Section 14.03 of this Agreement. Furthermore, MDC agrees that in no event  
6 shall feeder No. 9431 and feeder No. 9432 be electrically connected on MDC's side of the  
7 Point of Change of Ownership.

8 **Section 5.05.02 - Limitation on MDC Generation Facility in Parallel Operation:** MDC  
9 shall operate in parallel with FPL's system only those generators included in MDC  
10 Generation Facility Phase I (three 900 kW engine driven gas generators). MDC shall not,  
11 under any circumstances, operate in parallel with FPL's system any other electrical  
12 generator(s) at SDWWTP, including, but not limited to, any backup or emergency  
13 generator(s).

14 **Section 5.06 - Harmonics:** MDC shall take appropriate and reasonable measures to maintain the  
15 harmonic distortion levels to that which is recommended by IEEE Standard 519. The harmonics  
16 quantity shall be measured at the Point of Change of Ownership.

## 17 ARTICLE VI

### 18 COST RESPONSIBILITIES

19 **Section 6.01 - MDC's Cost Responsibilities:** MDC shall be responsible for, and hereby agrees to  
20 reimburse FPL for, FPL's reasonably incurred costs and expenses in performing its obligations under  
21 this Agreement, including, but not limited to:

- 22 (a) All direct and indirect costs of land, other property rights, labor, material, services  
23 and studies incurred by FPL in connection with the ownership, design, construction,  
24 operation, maintenance, repair and removal of the FPL Facilities and all other  
25 equipment installed, operated and maintained by FPL in the performance of its  
26 obligations under this Agreement;
- 27 (b) Payroll and other expenses of FPL's employees incurred in connection with FPL's  
28 performance of its obligations under this Agreement, including allowances to reflect  
29 the costs of payroll-related taxes, insurance (including that related to Workers'

1 Compensation, Employers' Liability and Unemployment Compensation Insurance),  
2 pensions, benefits and overheads. Overhead loading rates shall be calculated in  
3 accordance with FPL's then-current jobbing procedures, and may include indirect  
4 engineering and supervision expenses, and other overhead expenses;

- 5 (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and  
6 consultants in connection with FPL's performance of its obligations under this  
7 Agreement, including allowances for overheads as provided in item (b) above;
- 8 (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts  
9 incurred in connection with FPL's performance of its obligations under this  
10 Agreement, including rental charges, transportation and stores expenses applicable  
11 to such costs; and
- 12 (e) All costs imposed on FPL in connection with FPL's performance of its obligations  
13 under this Agreement, including all federal, state and local taxes, impositions or  
14 assessments of any character, including property and income taxes.

15 The costs and expenses which FPL has incurred or expects to incur for designing, engineering,  
16 modifying, upgrading, installing and constructing the Interconnection Facilities are shown on Exhibit  
17 C to this Agreement. The total represents FPL's estimate of these costs and expenses, plus a  
18 contingency of 20%, for an interconnection cost cap of \$114,000. In no event shall MDC's  
19 obligation exceed \$114,000 without the prior mutual agreement of both Parties.

20 **Section 6.02 - FPL's Cost-Related Responsibilities:** FPL shall be responsible for billing MDC for  
21 any costs and expenses owed by MDC to FPL pursuant to this Agreement. Additionally, FPL shall  
22 not be responsible for costs and expenses incurred by MDC in fulfilling its obligations pursuant to  
23 this Agreement.

24 **Section 6.02.01 - Prior Notification Required:** Except as specified in Section 6.02.02, FPL  
25 shall provide written notification to MDC for approval prior to incurring capital costs and  
26 expenses associated with designing, engineering, modifying, upgrading, installing or  
27 constructing FPL Facilities which would cause FPL to exceed the total estimated amount,  
28 plus a contingency of 20%, as set forth in Section 6.01 and on Exhibit C.

29 **Section 6.02.02 - Exceptions to Prior Notification Requirement:** Costs and expenses  
30 incurred by FPL in responding to any emergency event(s), relating to Interconnection  
31 Facilities and where verbal or written notification of MDC is not possible, will be subject to

1 notification after the event. Notification of an emergency-related expense will be provided  
2 by FPL to MDC by FAX transmission within four business days following the occurrence  
3 of an emergency event.  
4

## 5 ARTICLE VII

### 6 SPECIFIED LOAD AND GENERATION CONTROL SERVICE

7 **Section 7.01 - Specified Load and Generation Control Service to Be Provided:** MDC agrees that,  
8 through interconnection and parallel operation of the MDC Generation Facility with FPL's system,  
9 FPL's generation resources will be compensating for all deviations in MDC's generation and load.  
10 Therefore, FPL shall be providing MDC with Specified Load and Generation Control Service.

11 **Section 7.02 - Monthly Charge for Specified Load and Generation Control Service:** The  
12 Monthly Specified Load and Generation Control Service Charge is the sum of each day's Daily  
13 Control Service Demand (measured in kW) during the billing period times (i) the Control Service  
14 Daily Demand Charge Rate and times (ii) the Monthly Load Served Ratio.

15 **Section 7.02.01 - Daily Control Service Demand:** The Daily Control Service Demand  
16 (measured in kW) is the greatest Hourly Control Swing (measured in kW at the Point of  
17 Change of Ownership) for a calendar day.

18 **Section 7.02.02 - Hourly Control Swing:** The Hourly Control Swing is equal to the highest  
19 instantaneous telemetered demand (measured in kW at the Point of Change of Ownership)  
20 minus the lowest instantaneous telemetered demand (measured in kW at the Point of Change  
21 of Ownership) during each clock hour received and recorded by FPL.

22 **Section 7.02.03 - Control Service Daily Demand Charge Rate:** The Control Service Daily  
23 Demand Charge Rate will be calculated in accordance with Exhibit D to this Agreement.

24 **Section 7.02.04 - Monthly Load Served Ratio:** The Monthly Load Served Ratio is the ratio  
25 of monthly load (kWh) served by the MDC Generation Facility interconnected in parallel  
26 with FPL's system to total monthly MDC load (kWh) served by both FPL and the MDC  
27 Generating Facility interconnected in parallel with FPL's system. In order to calculate the  
28 Monthly Load Served Ratio, a meter measuring the output of the MDC Generation Facility  
29 is included in the Interconnection Facilities and will be installed as depicted on Exhibit A and  
30 on Exhibit B. The cost of the meter is included in the costs shown on Exhibit C.

1           **Section 7.02.05 - Excluded Hours:** MDC shall have the right, four times per calendar year,  
2           to designate, due to scheduled maintenance of the MDC Generation Facility, one hour for  
3           shutdown and two consecutive hours for startup to be excluded from the Specified Load and  
4           Generation Control Service Hourly Control Swing, provided such designation is provided  
5           FPL at least 48 hours prior to such designated hours. Additionally, for any hour which FPL  
6           requests or requires MDC to change the electrical output of the MDC Generation Facility,  
7           such hour shall be excluded from the Specified Load and Generation Control Service Hourly  
8           Control Swing. Furthermore, excluded hours shall also include any instance identified by  
9           MDC and communicated to FPL where, due to a fault on FPL's system, FPL's automatic  
10          relay equipment operates so as to trip the MDC Generation Facility's tie main breaker and/or  
11          the FPL interconnecting fault interrupter and isolates the MDC Generation Facility from  
12          FPL's system. In order to have these instances excluded from the Hourly Control Swing,  
13          MDC shall inform FPL within 30 days of any such incident and FPL shall confirm that the  
14          action as described above has taken place. As a result of these notification and confirmation  
15          requirements, the hours determined to be excluded will be credited in the next bill rendered  
16          by FPL to MDC for Specified Load and Generation Control Service.

17          **Section 7.03 - Limitations on Specified Load and Generation Control Service:** MDC agrees that  
18          the rate, terms and conditions for Specified Load and Generation Control Service contained in this  
19          Agreement shall apply only to generation capacity interconnected and operated in parallel with FPL's  
20          system at the MDC Generation Facility in Phase I with a maximum capacity of up to 3,000 kW.

21          **Section 7.03.01 - Unique Service:** The Parties agree that the rate, terms and conditions for  
22          Specified Load and Generation Control Service contained herein (i) are specifically for MDC  
23          Generation Facility's interconnection and operation in parallel with FPL's system, (ii) are  
24          limited to such purposes and this Agreement, and (iii) shall not establish any precedent for  
25          any other service; nor shall either Party rely upon such rates, terms and conditions for any  
26          purpose other than the specific service and payment provided in this Agreement.

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**ARTICLE VIII**

**BILLING AND PAYMENT**

**Section 8.01 - Billing and Payment for FPL Facilities:**

**Section 8.01.01 - Initial Payments:** Within twenty (20) days of execution of this Agreement, MDC shall remit to FPL a check for \$27,000. Within forty-five (45) days of execution of this Agreement, MDC shall remit to FPL a check for the final cost estimate as shown on Exhibit C, minus the aforesaid \$27,000 and the \$35,000 payment(s) previously received by FPL from MDC as partial payment(s) for the cost that FPL expects to incur in designing, engineering, modifying, upgrading, installing and constructing FPL's Interconnection Facilities. FPL shall apply these payments against MDC's final billing.

**Section 8.01.02 - Final Billing and Payment:** As soon as practicable after FPL closes out its construction project, FPL shall provide to MDC an invoice and a statement reflecting all actual costs and expenses incurred by FPL for designing, engineering, modifying, upgrading, installing and constructing FPL Facilities pursuant to this Agreement. If the final total amount incurred by FPL for FPL Facilities exceeds the sum of the payments received by FPL from MDC pursuant to Section 8.01.01 and Exhibit C, FPL will issue an invoice for the amount of the difference subject to Section 6.02.01. Such invoice shall be due when rendered and payable on or before the Past Due After Date in immediately available funds, or by other mutually agreeable method of payment. If the invoice is not paid in full on or before the Past Due After Date, it shall be deemed delinquent and shall accrue interest thereafter at an interest rate equal to 110% of the Prime Rate, prorated for the past due period, until fully paid. If the final total amount incurred by FPL for FPL Facilities is less than the sum of the payments received by FPL from MDC pursuant to Section 8.01.01 and Exhibit C, FPL will refund MDC the amount of the difference in immediately available funds or by other mutually agreeable method of payment.

**Section 8.02 - Budget, Billing and Payment for Operation and Maintenance Expenses and for Specified Load and Generation Control Service:** FPL shall annually provide to MDC, for approval, a budget for the operation and maintenance ("O&M") of Interconnection Facilities. Each such budget shall cover the 12-month period from October 1 of the then-current year to September 30 of the following year, and shall contain a projection of normal O&M expenses during such 12-month period. FPL shall provide MDC quarterly invoices for all costs and expenses incurred by

1 FPL for operation, maintenance, modification, improvement or replacement of the Interconnection  
2 Facilities pursuant to this Agreement in accordance with FPL's then-current jobbing procedures. In  
3 addition, FPL shall provide MDC an invoice on a monthly basis for Specified Load and Generation  
4 Control Service charges as determined pursuant to Article VII of this Agreement. All such invoices  
5 shall be due when rendered and payable on or before the Past Due After Date in immediately  
6 available funds, or by other mutually agreeable method of payment. Invoices not paid on or before  
7 the Past Due After Date shall be deemed delinquent and shall accrue interest thereafter at an interest  
8 rate equal to 110% of the Prime Rate until fully paid.

9 **Section 8.03 - Disputed Bills:** In the event that any portion of any bill is in bona fide dispute,  
10 payment of the entire billed amount shall be made when due, but the disputed portion of the bill may  
11 be paid under protest. Payments made and designated "Paid under Protest" shall be accompanied  
12 by the reason(s) for such protest and, to the extent possible, the amount paid under protest shall be  
13 specified. Upon final determination of the correct amount, any refund due MDC resulting from the  
14 settlement of the dispute shall be payable to MDC within fifteen (15) days and shall accrue interest  
15 at 110% of the Prime Rate from one day after FPL received such overpayment from MDC, unless  
16 the dispute is resolved by a settlement between the Parties which provides otherwise.

17 **Section 8.04 - Disconnection of Facilities:** In the event that MDC (i) fails to pay to FPL any sum  
18 when due, or (ii) does not, under Section 5.02, Section 6.02.01 or Section 8.02, concur with and  
19 approve FPL's proposed action(s), then FPL shall have the right, in addition to all other rights and  
20 remedies available to FPL under this Agreement and under applicable law, to take all necessary  
21 actions to disconnect the MDC Generation Facility and the MDC Facilities to the extent permitted  
22 by law. Pursuant to this Section 8.04, FPL shall give MDC at least thirty (30) days' advance  
23 written notice of its intention to take action to disconnect the MDC Generation Facility and the MDC  
24 Facilities, and MDC shall have such 30-day period in which to pay such sum, including accrued  
25 interest thereon.

26 **Section 8.05 - Reimbursement of Costs Imposed on FPL:** MDC agrees to reimburse and  
27 indemnify and hold FPL harmless and make it whole for any and all local, Florida or Federal income  
28 tax consequences resulting from FPL's receipt of any sum(s) of money from MDC, or for the  
29 construction work performed and facilities conveyed pursuant to this Agreement, whether or not  
30 determined to be gross revenue, contribution in aid of construction or otherwise, including, without

1 limiting the generality of the foregoing, the payment of interest, penalties or additional tax on any  
2 sum(s) or facilities received hereunder.

3 **Section 8.06 - Challenges to Bills:** Either Party may challenge the correctness of any bill or billing  
4 adjustment pursuant to this Agreement no later than twelve (12) months after the date payment of  
5 such bill or billing adjustment is due. If a Party does not challenge the correctness of a bill or billing  
6 adjustment within such 12-month period, such bill or billing adjustment shall be binding upon that  
7 Party and shall not be subject to challenge. Any such challenge must be in writing. Where it is  
8 determined as a result of any such challenge that an adjustment to a bill or a previous billing  
9 adjustment is appropriate, such adjustment shall include interest accrued at a rate equal to 110% of  
10 the Prime Rate.

## 11 **ARTICLE IX**

### 12 **TERM**

13 **Section 9.01 - Term:** The term of this Agreement shall commence on the date hereof and shall,  
14 except as provided in this Section 9.01 and in Section 14.02, continue in effect for an initial term  
15 which shall expire December 31, 2014, and thereafter shall automatically be extended for periods  
16 of two (2) years each; however, either Party may terminate this Agreement at the end of the initial  
17 term or at the end of any two (2) year extension hereof upon a minimum of two years' advance  
18 written notice to the other Party, or at any time upon mutual consent of the Parties. Upon any  
19 termination, MDC shall reimburse FPL for all non-reimbursed costs and expenses incurred by FPL  
20 pursuant to this Agreement.

## 21 **ARTICLE X**

### 22 **INSURANCE**

23 **Section 10.01 - Insurance:** FPL will purchase an Owner's Protective Liability Insurance ("OPLI")  
24 Policy in the amount of One Million Dollars (\$1,000,000) per occurrence, combined single limit  
25 for bodily injury (including death) and property damage claims arising under, or in the performance  
26 or non-performance of, this Agreement. MDC shall be shown as the designated contractor. The  
27 OPLI Policy shall be primary over any other form of insurance coverage maintained by or on behalf  
28 of FPL, its parent, its subsidiaries or affiliated entities and each of their officers, directors,  
29 employees, agents and contractors (hereinafter in this Agreement collectively called the "Company"),  
30 and to any indemnity-related obligation(s) of either Party pursuant to Article XI. Upon receipt of  
31 an invoice from FPL, MDC shall reimburse FPL for each premium assessment or deductible on or

1 before the Past Due After Date. Failure of MDC to so reimburse FPL shall constitute an Event of  
2 Default under this Agreement; since the OPLI Policy is on an "occurrence" basis, such insurance  
3 shall be maintained, and MDC's reimbursement obligation shall continue, during the entire term of  
4 this Agreement.

## 5 ARTICLE XI

### 6 INDEMNITY

7 **Section 11.01 - Indemnification:** FPL and MDC shall each be responsible for its own facilities.  
8 FPL and MDC shall each be responsible for ensuring adequate safeguards for other FPL customers,  
9 FPL and MDC personnel and equipment, and for the protection of its own generating system. FPL  
10 and MDC, to the extent permitted by Section 768.28, Florida Statutes (1995) and as supplemented  
11 by the insurance required to be provided under Article X, shall each indemnify and save the other  
12 harmless from any and all claims, demands, costs, or expense for loss, damage or injury to persons  
13 or property including attorneys fees, costs of defense, and judgments caused by, arising out of, or  
14 resulting from:

- 15 (i) Any act or omission by a Party or that Party's contractors, officers, agents, servants  
16 and employees in connection with the installation, operation or maintenance of that  
17 Party's generation, transmission and distribution systems, or the operation thereof in  
18 connection with the other Party's system;
- 19 (ii) Any defect in, failure of, or fault related to, a Party's generation, transmission and  
20 distribution systems;
- 21 (iii) The negligence of a Party or negligence of that Party's contractors, officers, agents,  
22 servants and employees; or
- 23 (iv) Any other event or act that is the result of, or proximately caused by, a Party.

24 FPL's indemnity - related obligation(s) hereunder shall be limited to \$1,000,000 per occurrence

## 25 ARTICLE XII

### 26 LIMITATION OF LIABILITY

27 **Section 12.01 - Limitation of Liability:** In no event shall either Party be liable (in contract or in  
28 tort, including negligence, or otherwise) to the other Party or its suppliers or its subcontractors for

1 indirect, incidental or consequential damages resulting from a Party's performance, non-performance  
2 or delay in performance of its obligations under this Agreement.

### 3 **ARTICLE XIII**

#### 4 **FORCE MAJEURE**

5 **Section 13.01 - Force Majeure:** In the event that either Party should be delayed in, or prevented  
6 from, performing or carrying out any of the agreements, covenants and obligations to interconnect  
7 the MDC Generation Facility with FPL's system made by, and imposed by this Agreement upon said  
8 Party, by reason of or through any cause reasonably beyond its control (not attributable to its or its  
9 contractors' or suppliers' neglect or lack of due diligence), including, but not limited to, strikes,  
10 lockouts or other labor disputes or difficulties, riot, fire, flood, ice, invasion, civil war,  
11 hurricanes, insurrection, military or usurped power, action or inaction of any civil or military  
12 authority (including courts and governmental or administrative agencies), explosion, act of God or  
13 public enemies (hereinafter "Force Majeure"), then, in each such case or cases, the Party who is  
14 unable to perform shall not be liable to the other Party for, or on account of, any loss, damage,  
15 injury or expense (including consequential damages and cost of replacement power) resulting from  
16 or arising out of any such delay or prevention from performing; provided, however, the Party  
17 suffering any such delay or prevention shall use due and, in its judgment, practicable diligence to  
18 remove the cause(s) thereof; and provided, further, neither Party shall be required by the foregoing  
19 provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its  
20 own best judgment, such a settlement seems advisable. Events of Force Majeure affecting MDC  
21 shall not excuse MDC from its obligations under Articles X and XI, or to make payment for any  
22 charges payable pursuant to this Agreement; nor shall events of Force Majeure excuse FPL's  
23 obligation under Article XI. A Party experiencing an event of Force Majeure shall notify the other  
24 Party thereof as soon as practicable.

### 25 **ARTICLE XIV**

#### 26 **MISCELLANEOUS**

27 **Section 14.01 - Applicable State Law:** This Agreement and the rights, obligations and remedies  
28 hereunder shall be interpreted and governed in all respects by the laws of the State of Florida.

1     Should any provision of this Agreement be determined to be illegal or in conflict with any law, the  
2     validity of the remaining provisions shall not be impaired.

3     **Section 14.02 - FPSC Approval of Agreement:** The Parties agree that this Agreement will be  
4     promptly filed with the FPSC for its approval so as to fully permit the terms of this negotiated  
5     Agreement to govern the Parties' relationship with respect to the matters set forth herein. Upon  
6     filing by FPL, MDC shall support the filing and approval of this Agreement without modification  
7     or condition, and MDC shall cooperate with FPL and provide any information reasonably required  
8     by FPL to comply with applicable filing requirements, and the Parties shall not lend support to any  
9     party who opposes this Agreement before the FPSC. In the event that the FPSC fails to approve this  
10    Agreement in its entirety without modification or condition, the Parties agree to enter into good faith  
11    negotiations, as soon as practical, to amend or supersede this Agreement as and if necessary. If the  
12    Parties are unable to reach agreement after a two-week period, which period shall commence the day  
13    after the FPSC hearing at which the FPSC initially votes to disapprove this Agreement, in whole or  
14    part, or approves it with modification or condition, FPL shall have the right to cease, until such  
15    negotiations are concluded, any and all activities related to the design, engineering and construction  
16    of its Interconnection Facilities pursuant to this Agreement.

17    **Section 14.03 - Default:** If either Party shall default in any of its material obligations under this  
18    Agreement and such Party fails to cure the default within thirty (30) days after receipt of notice  
19    thereof is given in writing by the other Party, the Party not in default may terminate this Agreement  
20    by written notice thereof to the Party in default, effective thirty (30) days after such notice of  
21    termination is given. If such default is remedied during the thirty-day period following notice of  
22    termination, this Agreement shall not be terminated due to such default; provided, however, if it is  
23    not feasible to correct such default within thirty (30) days after written notice of such default has  
24    been delivered to the defaulting Party by the other, but it is and remains feasible to correct such  
25    default within one year after such notice, it shall not constitute grounds for termination hereunder  
26    until the earliest feasible date within such one-year period when a cure could be effected so long as  
27    (i) corrective action by the defaulting Party is instituted within ten days of the date of such notice,  
28    (ii) such corrective action is diligently pursued, (iii) the defaulting Party provides to the other Party  
29    monthly written reports as to the nature and progress of such corrective action, and (iv) such default  
30    is cured by the earliest feasible date within such one-year period.

1 **Section 14.04 - Responsibility for the MDC Generation Facility and the MDC Facilities:** In no  
2 event shall any FPL statement, representation or lack thereof, either express or implied, relieve  
3 MDC of its exclusive responsibility for the MDC Generation Facility and the MDC Facilities.  
4 Without limiting the generality of the foregoing, any FPL inspection of the MDC Generation Facility  
5 and/or the MDC Facilities shall not be construed as confirming or endorsing its (their) design or its  
6 (their) operating or maintenance procedures, nor as a warranty or guarantee as to the safety,  
7 reliability or durability of either the MDC Generation Facility equipment or the MDC Facilities.  
8 FPL's inspection, acceptance or its failure to inspect shall not be deemed an endorsement of any  
9 equipment or procedure related to the MDC Generation Facility or the MDC Facilities, nor shall  
10 such inspection, acceptance or failure to inspect affect MDC's liability to FPL for damages suffered  
11 by FPL or otherwise recoverable by FPL.

12 **Section 14.05 - Waivers:** Any waiver at any time by either Party hereto of its rights with respect  
13 to the other Party, or with respect to any matter arising in connection with this Agreement, shall not  
14 be considered a waiver with respect to any subsequent default or matter.

15 **Section 14.06 - Successors and Assigns:** This Agreement shall inure to the benefit of, and shall  
16 be binding upon, the Parties hereto and their respective successors and assigns; provided, however,  
17 this Agreement shall not be assignable or transferable in whole or in part by either Party, including  
18 any privatized contract award(s) by MDC and/or Dade County, without the written consent of the  
19 other Party, which consent(s) shall not be unreasonably withheld, except that such written consent(s)  
20 shall not be required (i) in the case of an assignment or transfer to a successor in the operation of  
21 the assignor's or transferor's properties by reason of a merger, consolidation, sale or foreclosure,  
22 where substantially all such properties are acquired by such successor, or (ii) in the case of an  
23 assignment or transfer of all or part of the assignor's or transferor's properties or interests to a  
24 wholly-owned subsidiary of the assignor or transferor or to another company in the same holding  
25 company as the assignor or transferor.

26 **Section 14.07 - Effect of Section Headings:** Article and Section headings appearing in this  
27 Agreement are inserted for convenience of reference only and shall in no way be construed to be  
28 interpretations of the text of this Agreement.

29 **Section 14.08 - Exhibits:** As used throughout this Agreement, the term "Agreement" shall include  
30 any and all Exhibits hereto, as such Exhibits may be amended from time to time.

1 **Section 14.09 - Relationship of the Parties:** The Parties are independent contractors. Nothing  
2 contained in this Agreement shall be construed to create an association, joint venture, partnership  
3 or any other type of business entity between or among FPL, MDC and/or any other party.

4 **Section 14.10 - No Dedication of the System:** Any undertaking by either Party to the other Party  
5 under any provision(s) of this Agreement shall not constitute the dedication of the system, or any  
6 portion thereof, of either Party to the public or to the other Party, and it is understood and agreed  
7 that any such undertaking by either of the Parties shall cease upon termination of this Agreement.

8 **Section 14.11 - Notices:** Any notice contemplated by this Agreement shall be made in writing and  
9 shall be delivered either in person, by prepaid telegram, by telex or facsimile transmission, by  
10 deposit in the United States mail, first class, postage prepaid, or by prepaid overnight courier, as  
11 specified below:

12 In the case of FPL:

13 Florida Power & Light Company  
14 Attention: Manager, Transmission Services Department  
15 9250 West Flagler Street  
16 Miami, Florida 33174

17 In the case of MDC:

18 Miami-Dade Water and Sewer Department  
19 Attention: Assistant Superintendent, Plant Maintenance Division  
20 4200 Salzedo Street  
21 Coral Gables, Florida 33146

22 Other person(s) may be designated by FPL or MDC. Any Party's designation of the person(s) to  
23 be notified or the address(es) of such person(s) may be changed by such Party at any time, or from  
24 time to time, by similar notice.

25 **Section 14.12 - Complete Agreement:** This Agreement is intended as the exclusive, integra l  
26 statement of the agreement between the Parties. This Agreement shall not be amended or modified,  
27 and no waiver of any provision hereof shall be effective, unless set forth in a written instrument  
28 executed by the Parties.

1 **Section 14.13 - Execution of Counterparts:** This Agreement may be executed in counterparts, each  
2 of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

3 **(The next page is the signature page)**

1           **IN WITNESS WHEREOF, FPL and Dade County have caused this Agreement to be**  
2 **executed by their respective duly authorized representatives, effective on the date and year first above**  
3 **stated.**

4           **FLORIDA POWER & LIGHT COMPANY**

5 *LPA*

5 By: *Antonio Rodriguez*  
6           Antonio Rodriguez  
7           Vice President

8           **METROPOLITAN DADE COUNTY**  
9           **BOARD OF COUNTY COMMISSIONERS**

8           **APPROVED FOR FORM AND**  
9           **LEGAL SUFFICIENCY**

10 By: *[Signature]*  
11           County Manager

*[Signature]*  
County Attorney

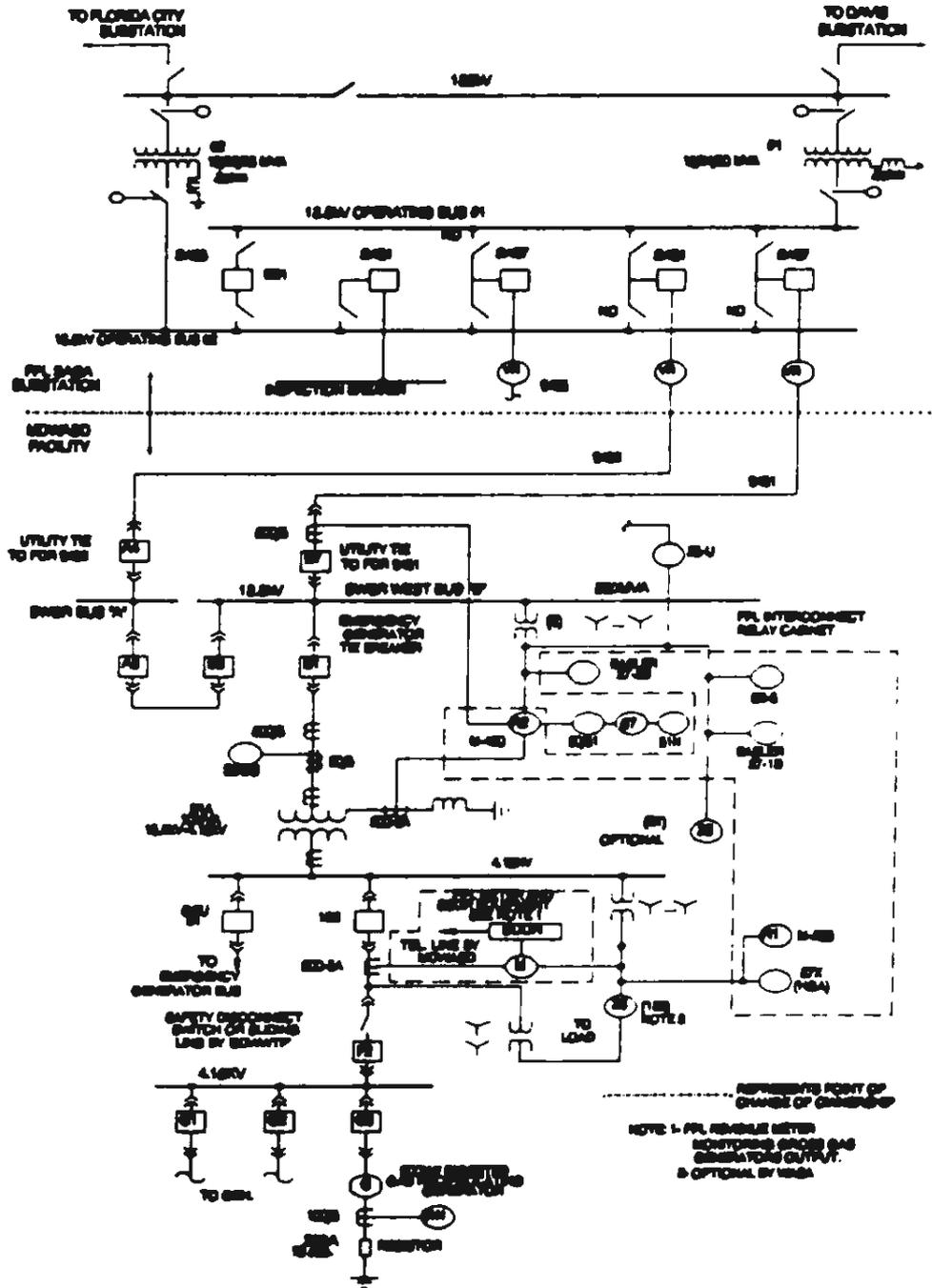
HARVEY RUVIN, CLERK

By: *[Signature]*  
Deputy Clerk



**INTERCONNECTION AGREEMENT BETWEEN  
FPL AND MDC  
PHASE I  
EXHIBIT A  
INTERCONNECTION CONFIGURATION**

**EXHIBIT A  
INTERCONNECTION CONFIGURATION  
SEAS GAGE WATER AND SEWER DEPARTMENT  
SOUTH DISTRICT WASTE WATER TREATMENT PLANT  
PHASE I**





1                                   **INTERCONNECTION AGREEMENT**  
2   **BETWEEN**  
3                                   **FLORIDA POWER & LIGHT COMPANY**  
4   **AND**  
5                                   **METROPOLITAN DADE COUNTY**  
6                                   **SOUTH DISTRICT WASTE WATER TREATMENT PLANT**  
7   **PHASE I**

8   **EXHIBIT C**

9                                   **ESTIMATE OF INTERCONNECTION COSTS**

10       The final estimate of the costs and expenses FPL expects to incur or has incurred for designing,  
11       engineering, modifying, upgrading, installing and constructing the Interconnection Facilities pursuant  
12       to this Agreement is approximately \$95,000.

13       A contingency of 20% is equal to \$19,000. Therefore, the interconnection cost cap is equal to  
14       \$114,000.

1 INTERCONNECTION AGREEMENT  
 2 BETWEEN  
 3 FLORIDA POWER & LIGHT COMPANY  
 4 AND  
 5 METROPOLITAN DADE COUNTY  
 6 SOUTH DISTRICT WASTE WATER TREATMENT PLANT  
 7 PHASE I

8 EXHIBIT D

9 CONTROL SERVICE DAILY DEMAND CHARGE RATE

10	<u>Component</u>	<u>Value</u>	<u>Source</u>
11	Production and Transmission Demand		
12	Revenue Requirements	\$836,851,473	FPSC Docket No. 830465-EI*
13	Retail 12 CP kW at the meter	8,714,833	FPSC Docket No. 830465-EI
14	Annual Production and Transmission Costs		
15	per CP kW	\$96.03	Revenue Requirements/12 CP
16	System Demand Loss Factor	1.09898624	FPSC Docket No. 830465-EI
17	Primary Demand Loss Factor	1.0740109	FPSC Docket No. 830465-EI
18	Adjustment for Primary Losses	.97727	Primary Loss Factor/System Loss Factor
19	Control Service Daily Demand Charge Rate	\$0.26	(Annual Costs per CP*Loss
20	per kW-day		Adjustment)/365

21 In addition to the above charges, applicable taxes and franchise fees shall apply, as set forth in  
 22 the Tax Adjustment Clause and Franchise Fee clause in FPL's Electric Tariff.

23 \* Docket No. 830456-EI was FPL's last rate increase case before the Florida Public Service  
 24 Commission; Order No. 13537 was issued on July 24, 1984.



- 1 6. 9432 fails and breaker A4 trips, when A4 trips, a signal starts standby generators and the  
2 first standby generator on the line closes breaker 1A1 and A10. Interlocks prevent the A4  
3 breaker from closing to FPL feeder. The transfer is usually less than 20 seconds. If both  
4 feeders or 9431 fail(s), B7 trips and opens breakers B1, 1B2, F1, and COG1, COG2, COG3.  
5 Breaker 1B1 is interlocked with B7 and closes when the first standby generator is on the line.  
6 Breakers 1B1 and B1 close. Gas generators are used as standby generators with the diesel  
7 standby generators. Sequentially, breaker 1B2 can be closed, and F1 breaker can be closed,  
8 and the gas generators' breakers can be closed.  
9
- 10 7. In the event of only one FPL feeder being available, and MDC chooses to operate with the  
11 tie breakers closed, the following will occur: with feeder breaker A4 closed (FPL #9432) and  
12 the breakers A3 and B8 closed, no interconnection will be allowed by blocking breaker B1  
13 from closing. If FPL feeder #9431 is energized and breaker B7 is closed (FPL #9431), and  
14 tie breakers A3 and B8 are closed, and feeder breaker A4 is open, interconnection will be  
15 allowed.
- 16 8. In the event of an abnormal condition or after a utility failure with NO MDC Generation  
17 Facility connected to FPL via feeder #9431, protective relays on SDWWTP's system  
18 disconnect utility by opening the main breaker that has the failure; A4 if 9432 fails, and B7  
19 if 9431 fails.  
20 123

- 
- 21 <sup>1</sup> For purposes of this Exhibit E Cogeneration Facility means the three 900 kW engine driven gas  
22 generators and the associated switchgear.
- 23 <sup>2</sup> Standby generators are not permitted to operate in parallel with FPL's system at any time under any  
24 circumstance.
- 25 <sup>3</sup> All references to "gas generators" in this Exhibit E are intended to mean the three 900 kW engine  
26 driven gas generators or the Generation Facility.



# **APPENDIX B**

QF 92-84-000



MIAMI-DADE WATER AND SEWER AUTHORITY

P. O. BOX 320310  
MIAMI, FLORIDA 33133-0310

OFFICE OF FILED SECRETARY  
92 FEB 18 1992  
DEPARTMENT OF  
FEDERAL ENERGY  
REGULATORY  
COMMISSION  
Main Office  
1375 S. LeJeune Road  
Telephone 555-7471

February 11, 1992

Federal Energy Regulatory Commission  
825 N. Capitol Street, N.E.  
Washington, DC 20246

Dear Sir/Madam:

By this letter, we are soliciting to self-qualify for certification as a Small Qualifying Facility for electric power generation, pursuant to your rules and regulations.

The information on our facility is as follows:

- Name: Metropolitan Dade County, Florida  
Miami-Dade Water & Sewer Authority Department  
South District Wastewater Treatment Plant
- Location: 8950 S.W. 232 Street
- Mail Address: Miami-Dade Water & Sewer Authority  
Department  
1375 South LeJeune Road  
Miami, FL 33133
- Generation Capacity: 2700 KW  
1944000 KWH/Month
- Percentage of Plant's Demand: 45%
- Type of Facility: Sewage Treatment Plant
- Fuel: Scrubbed Methane Gas (by-product of process)
- Generating Equipment: Engine/Generator Units (3)

Thank you for your attention to this request.

Please feel free to contact this office if you need further information.

Very truly yours,

Garrett Sloan  
Director

GS/RA/ss

cc: Rinaldo Abrahante  
Rick Taylor