

MEMORANDUM

Agenda Item No. 8(O)(5)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

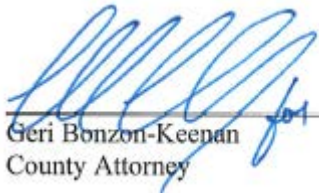
DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying action of the County Mayor pursuant to section 2-8.2.12 of the Code, specifically the execution of the Small Generator Interconnection Agreement between Florida Power & Light and Miami-Dade County for the Miami-Dade Water and Sewer Department's South District Wastewater Treatment Plant; and authorizing the County Mayor to exercise any rights contained therein, including termination

Resolution No. R-868-25

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: September 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Ratifying the Execution of the Florida Power & Light Small Generator Interconnection Agreement for the South District Wastewater Treatment Plant

Executive Summary

This item seeks ratification from the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving the Small Generator Interconnection Agreement (the SGIA or the Agreement) between Florida Power & Light (FPL) and Miami-Dade County (the County), for an approximate amount of \$2,809,929.60. A copy of the Agreement is attached hereto as Exhibit A. The Agreement will allow the Miami-Dade Water and Sewer Department (WASD) to interconnect its cogeneration engines to the FPL power grid through the electrical distribution system at the South District Wastewater Treatment Plant (SDWWTP).

Through the interconnection operation, renewable energy from combusting biogas is used to power the wastewater facility through an electrical distribution system that is simultaneously connected to the main power grid. The SGIA will allow the full utilization of 8 Megawatts (MW) of cogeneration capacity to produce up to 48 Gigawatt Hours (GWh) of clean power, which will result in a savings for electricity costs at the SDWWTP of an additional \$90,000 per month. As part of the SDWWTP system expansion projects aimed towards increasing wastewater treatment capacity, the SGIA will replace the existing interconnection agreement to account for the current Electrical Distribution Building No. 2 (EDB No. 2) and the addition of Electrical Distribution Building No. 3 (EDB No. 3), while phasing out Electrical Distribution Building No.1 (EDB No.1)—all projects completed as part of WASD's Capital Plan.

Under the SGIA, WASD is expected to save approximately \$3 million annually in electricity costs at the SDWWTP. The Agreement reflects the kind of innovative and forward-thinking investment that supports my Administration's WISE 305 agenda—enhancing government efficiency, promoting fiscal responsibility, and ensuring every taxpayer dollar is spent for maximum impact. This effort will reduce operational costs for the SDWWTP in the long-term and will support WASD's ongoing efforts to become a future-ready utility that provides uninterrupted critical services to our community, even in the face of emergencies and evolving environmental conditions.

Recommendation

It is recommended that, pursuant to section 2-8.2.12 of the Code of Miami-Dade County, Florida (WASD's Acceleration Ordinance), the Board ratify the County Mayor's or County Mayor's designee's execution of the SGIA between FPL and the County, which allows for the installation of the small generator interconnection with FPL's electrical grid that is necessary in order to operate the existing and new Electrical Buildings constructed as part of WASD's Capital Plan. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to exercise any rights contained therein.

Scope

The Project will be performed at the SDWWTP, which is located at 8950 S.W. 232nd Street, Miami, Florida 33190, in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

Ratification of this item will delegate authority to the County Mayor or County Mayor's designee to exercise all rights contained in the SGIA.

Fiscal Impact/Funding Source

The estimated fiscal impact to the County is \$2,809,929.60, which will be funded through WASD Revenue Bonds. There is no impact to the General Fund. The Project is in WASD's Fiscal Year 2024-25 Adopted Budget and Multi-Year Capital Plan, Project Program #965340 Wastewater Treatment Plant-South District Upgrades, Volume 3, Page 102.

The estimated cost of the engineering, design, installation, materials, equipment and labor for the work to be performed by FPL pursuant to the SGIA is broken down as follows:

Substation and Siting Work – Co Gen	Estimated Labor, Vehicle, Miscellaneous Cost	Estimated Material Cost	Estimated Engineering and Overhead Cost	Estimated Total Cost
Phase Reactors	\$ 491,697.60	\$ 1,423,344.00	\$ 169,924.80	\$ 2,085,236.40
Site Expansion	\$ 619,212.00	-	\$ 105,481.20	\$ 724,693.20
				\$ 2,809,929.60

FPL will provide WASD with quarterly invoices for all costs and expenses incurred on an as-needed basis and billed quarterly, if applicable by FPL for operation, maintenance, modification, improvement or replacement of the interconnection facilities at the SDWWTP.

WASD Contract Monitor

WASD's Deputy Director of Operations Billie Jo McCarley, P.E., will be responsible for the monitoring and implementation of the Agreement.

Background

The SDWWTP first began interconnection operations with three cogeneration units totaling 900 kilowatts (kW) under an agreement with FPL established in 1997. The original SGIA, approved by the Board through Resolution No. R-1373-97, applied exclusively to EDB No. 1.

As part of WASD's ongoing expansion to meet growing capacity demands at the SDWWTP, EDB No. 2 was added in 2012, and EDB No. 3 is currently under construction and projected to be commissioned by November 2026. Once EDB No. 3 is complete, EDB No. 1 will be decommissioned.

To support the increased cogeneration capacity, from 2.7 MW to 8 MW, and enable interconnection through the existing EDB No. 2 and future EDB No. 3, FPL conducted a feasibility impact study in 2020. The study recommended upgrades to the Saga Bay substation, which have since been incorporated into the new SGIA. These interconnection upgrades are expected to take approximately 72 weeks to complete, which aligns with the anticipated Substantial Completion Date for EDB No. 3 in November 2026.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

Attachment

A handwritten signature in black ink that reads "Roy Coley". The signature is written in a cursive style with a large, stylized "R" and "C".

Roy Coley
Chief Utilities and Regulatory Services Officer

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

EXHIBIT A

SMALL GENERATOR

INTERCONNECTION AGREEMENT (SGIA)

(For Generating Facilities No Larger Than 20 MW)

BETWEEN

FLORIDA POWER & LIGHT COMPANY

AND

**MIAMI DADE COUNTY
for its South District Waste Water Treatment Plant**

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This Small Generator Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date") by Florida Power & Light Company ("FPL" or "Transmission Provider") and Miami Dade County for its South District Waste Water Treatment Plant ("SDWWTP" or "Interconnection Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information:

Transmission Provider: Florida Power & Light
Attention: Sr Manager, Wholesale Services
Address: 4200 W Flagler St
City: Miami State: Florida Zip: 33134
Phone: 305-442-5268 Fax: 305-442-5886

Interconnection Customer Information:

Interconnection Customer: Miami Dade County
Attention: Water and Wastewater Electrical Operations Manager
Address: 2575 NE 151 Street
City: Miami State: FL Zip: 33160
Phone: 786-583-5639

Article 1. Scope and Limitations of Agreement

- 1.1 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Transmission Provider's Transmission System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Transmission Provider.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
 - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
 - 1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
 - 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or

impairing the system or equipment of the Transmission Provider and any Affected Systems.

- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The Transmission Provider shall coordinate with all Affected Systems to support the interconnection.
- 1.5.7 The Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Transmission Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to section 2.1 of this Agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Small Generating Facility’s protective equipment settings shall comply with the Transmission Provider’s automatic load-shed program. The Transmission Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term “ride through” as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term “frequency ride through” as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-

frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The term “voltage ride through” as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to: 1) the rules and procedures concerning the operation of generation set forth in the FPL’s Open Access Transmission Tariff or by the applicable system operator(s) for the Transmission Provider’s Transmission System, and 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Transmission Provider’s reasonable and necessary cost as set forth in Attachment 6 for the purchase, installation, operation, maintenance, testing, repair, and replacement of the metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer’s metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power and Primary Frequency Response

1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to

operate its Small Generating Facility outside the range specified in Article 1.8.1.1.

- 1.8.3 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Sections 1.8.3.1 and 1.8.3.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

1.8.3.1 Governor or Equivalent Controls. Whenever the Small Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Small Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Small Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Small Generating Facility's governor or equivalent controls to a minimum whenever the Small Generating Facility is operated in parallel with the Transmission System.

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider with a written test report when such testing and inspection is completed.
- 2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Transmission Provider's Transmission System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following article 2.3.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twenty years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.2 of this Agreement.

3.2 Termination

No termination shall become effective until Transmission Provider has complied with all Applicable Laws and Regulations applicable to such termination. To the extent of which Miami-Dade County needs to execute any documents related to termination, it will not unreasonably withhold its consent.

3.2.1 The Interconnection Customer or Transmission Provider may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days' written notice.

3.2.2 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.2.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Transmission Provider's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.2.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.2.5 Provisions 3.2.3 and 3.2.4 of this article shall survive termination or expiration of this Agreement.

3.2.6 The Agreement will be terminated upon retirement of the Small Generating Facility by giving the by giving the Transmission Provider 20 Business Days' written notice.

3.3 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.3.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.3.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Transmission Provider's Transmission System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Transmission System. The Transmission Provider shall provide the Interconnection Customer with five Business Days' written notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.3.3 Forced Outages

During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Transmission System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer with written documentation after the fact explaining the circumstances of the disconnection.

3.3.4 Adverse Operating Effects

The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Transmission Provider's Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Generating Facility. The Transmission Provider shall provide the Interconnection Customer with five Business Days' notice of such disconnection, unless the provisions of Article 3.3.1 apply.

3.3.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Transmission Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.3.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Transmission Provider's Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Transmission Provider has provided a best estimate cost in Attachment 6, including overheads, for the purchase and construction of its Interconnection Facilities and has provided a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Transmission Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. RESERVED

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed to by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, permitting, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Transmission Provider 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 the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Transmission Provider and contains terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.
- 6.3.3 Upon receipt of the Interconnection Customer's security instrument, the Transmission Provider agrees that the 72 weeks allotted for completion of design, permitting, procurement, installation and construction of the Transmission Provider's Interconnection Facilities and Upgrades, as set forth in Attachment 4 hereto, shall commence.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days' prior written notice by the other Party, provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Party assigning the Agreement to an affiliate promptly notifies the Transmission Provider of any such assignment; and
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment; and
- 7.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Subject to the limits of Section 768.28, Florida Statutes, damages for any claims, demands, costs or expenses for loss, damage or injury to persons or property between the Parties related to this Agreement shall be limited to the amount of direct damages actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement. The foregoing limitation on liability shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, F.S., nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful, or intentional acts or omissions.

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement.
- 7.3.2 To the extent permitted by law, and subject to the limitations set forth in Section 768.28, F.S., the County shall indemnify, defend and hold

Transmission Provider harmless, and FPL shall indemnify, defend and hold the County harmless, from any and all claims, demands, costs or expenses, for loss, damage or injury to third parties caused by, arising out of, or resulting from 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 Agreement.

- 7.3.3 If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, subject to the limits of Section 768.28, Florida Statutes, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article, subject to the limits of Section 768.28, Florida Statutes, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

- 7.5.1 As used in this Article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully

established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

- 7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer shall show proof of insurance to the Transmission Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient creditworthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

Transmission Provider and MDC acknowledge and agree that Transmission Provider and MDC will meet the insurance designated in section 8.1 through any combination of self- insurance, primary or excess coverage.

- 8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Transmission Provider's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement, all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by governmental authorities under Florida's Public Records Law, Chapter 119, Florida Statutes (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
 - 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
 - 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

Article 10. Disputes and Governing Laws

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within ten Business Days after receipt of the Notice, the dispute shall be referred to a designated senior representative of the Transmission Provider and the Interconnection Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty days by mutual agreement, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement
- 10.4 Florida law governs all disputes arising under, or relating to execution, interpretation, performance, or enforcement of, this Agreement, without regard to choice of law principles. The Parties will resolve any Claim or dispute in a state or federal court sitting in Miami-Dade County, Florida. The Parties hereby consent to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue, subject to any venue privilege provided by Florida law. In the event of any claim or dispute arising out of this Agreement, each Party shall be responsible for its own attorney's fees and court costs associated with final resolution of such claims or disputes.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties that may be utilized to resolve disputes and claims under this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect either Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Florida (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the

consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") 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:

If to the Interconnection Customer:

Interconnection Customer: Miami Dade County

Attention: Water and Wastewater Electrical Operations Manager, MDC

Address: 2575 NE 151 Street

City: Miami State: FL Zip: 33160

Phone: 786-583-5639

If to the Transmission Provider:

Transmission Provider: Florida Power & Light

Attention: Sr. Manager, Wholesale Services

Address: 4200 West Flagler St

City: Miami State: FL Zip: 33134

Phone: 305-442-5268 Fax: 305-442-5886

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
Miami Dade County Water and Sewer Department

Attention: Accounts Payable

Address: 3071 SW 38th Ave, Room 411

City: Miami State: FL Zip: 33146-1520

Transmission Provider: Florida Power & Light

Attention: Sr. Manager, Wholesale Services

Address: 4200 West Flagler St

City: Miami State: FL Zip: 33134

Phone: 305-442-5268 Fax: 305-442-5886

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Miami Dade County Water and Sewer Department

Attention: Water and Sewer Operations Electrical Manager, MDC

Address: 2575 NE 151 Street

City: Miami State: FL Zip: 33160

Phone: 786-583-5639

If to the Transmission Provider:

Florida Power & Light

Attention: Sr. Manager, Wholesale Services

Address: 4200 West Flagler St

City: Miami State: FL Zip: 33134

Phone: 305-442-5268 Fax: 305-442-5886

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of

this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Miami Dade County Water and Sewer Department

Attention: Water and Sewer Operations Electrical Manager, MDC

Address: 2575 NE 151 Street _____

City: _____ Miami _____ State: FL Zip: 33160 _____

Phone: 786-583-5639 _____

Transmission Provider's Operating Representative:

Transmission Provider: Florida Power & Light

Attention: Sr. Manager, Wholesale Services

Address: 4200 West Flagler St

City: Miami State: FL Zip: 33134

Phone: 305-442-5268 Fax: 305-442-5886

13.5 Changes to the Notice Information

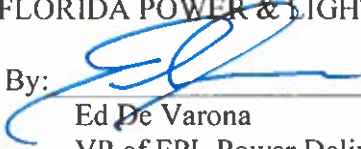
Either Party may change this information by giving five Business Days' written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement by their duly authorized officers as of the Effective Date.

ATTEST:	MIAMI-DADE COUNTY, FLORIDA
JUAN FERNANDEZ-BARQUIN, CLERK of the Court and Comptroller	
 Olga Valverde – e18183 Deputy Clerk	 County Mayor
	
Date 06/26/2025	

FLORIDA POWER & LIGHT COMPANY

By: 
Ed De Varona
VP of FPL Power Delivery

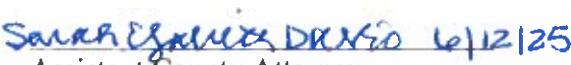
STATE OF FLORIDA
COUNTY OF Palm Beach

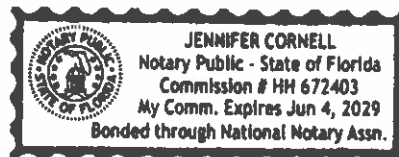
On this 6 day of June, 2025 before me, by means of ☒ physical presence or ☐ online notarization, notary public, personally appeared Eduardo DeVarona, the Vice President, Power Delivery of Florida Power & Light Company, on behalf of the corporation, personally known to me to be the person who subscribed to the forgoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand official seal.

NOTARY PUBLIC, STATE OF
FLORIDA
Name Print: Jennifer Cornell
Commission No.: HH672403
My Commission Expires: June 4, 2029

Approved by County Attorney
as to form and legal sufficiency:


Assistant County Attorney





Attachment 1

Glossary of Terms

Affected System – An electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Balancing Authority -- The responsible entity that integrates resource plans ahead of time and maintains demand and resource balance within a Balancing Authority Area.

Balancing Authority Area – The metered boundaries of the collection of generation, transmission, and loads within which the Balancing Authority maintains load-resource balance.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

Distribution System – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

FERC – The Federal Energy Regulatory Commission located in Washington, DC.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Provider's Transmission System.

Interconnection Facilities – The Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

NERC – The North American Electric Reliability Corporation that has been designated by FERC as the Electric Reliability Organization under Section 215 of the Federal Power Act.

Network Upgrades – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection of the Small Generating Facility with the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

Party or Parties – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission System.

Reliability Standard – A requirement approved by FERC under Section 215 of the Federal Power Act for the reliable operation of bulk-power transmission and generation facilities in a manner that maintains frequency-related stability and avoids unplanned tripping of load or generation and uncontrolled separation or cascading outages.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

SDWWTP – The South District Wastewater Treatment Plant located in South Miami-Dade County.

Small Generating Facility – The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Tariff – The FPL Open Access Transmission Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Transmission Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission System – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service under the Tariff.

Upgrades – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Points of Common Coupling and Change of Ownership:

- 1) Point of Common Coupling
The Point of Common Coupling (PCC) will be the point where SDWWTP facility ties to the FPL Feeders (9431, 9432, 9435, 9436) from Saga substation as the service point.
- 2) Point of Change of Ownership
The Point of Change of Ownership will be at the Point of Common Coupling.

Interconnection Customer Equipment

All equipment on Interconnection Customer's side of the Point of Change of Ownership (other than the Transmission Provider's Interconnection Facilities). This includes:

Small Generating Facility:

Interconnection Customer's 8MW of generation that will parallel with the FPL system, but not export power located at 23300 SW 88th Ave Miami, FL 33190.

Name: South District Wastewater Treatment Plant (SDWWTP)

Generation type: Gas

Number of Units: Four (4) generators (4 – 2016kW, zero export)

Station Requirements at SDWWTP

SDWWTP plans to intertie with FPL on any one of the four feeder ties from Saga substation. The interconnection requires FPL designed tie protection at each of the SDWWTP breakers A4, B7, C1, and D1. The tie protection is provided by a dedicated interconnect relaying cabinet (RC) for each tie breaker.

Additional EDB1 and EDB2 requirements are detailed in the Feasibility Study.

Also, at a later date to be provided by SDWWTP, the interconnect tie protection for EDB3 Main Bus E and Main Bus F is to be ordered, engineered, and installed. These two cabinets will be set and grounded by SDWWTP. SDWWTP shall provide all cabling required for the interface of these cabinets to the plant.

EDB1, 2, 3 Current Transformers

SDWWTP shall provide a set of three dedicated CTs, wye connected, relay class accuracy, C100 or better, RF = 1.3 or better, with a ratio to be defined. The CTs are to be installed on Mains A4, B7, C1, D1, and Main E and Main F, plant side, for use by FPL. Output from each set of these CTs shall provide input to their respective

interconnect relays. In addition, a second set of CTs shall be provided to FPL for interconnect relaying. The second set of CTs are not required to be dedicated.

Potential Transformers

SDWWTP shall provide access to the output of the existing set of line side 3 phase, wye connected PTs preferably, relay class accuracy, on the SDWWTP Main breakers. Output from each set of these PTs shall provide input to their respective interconnect relays.

Protective Relaying Cabinets

SDWWTP shall provide space inside EDB1, EDB2, and EDB3 for FPL provided free standing, paralleling interconnect, protective relay cabinets, one for each Main breaker. Each cabinet will have a clear window for viewing relay statuses and targets. SDWWTP will provide space for the cabinets, install the cabinets, and pull all cables to the cabinets.

The cabinet door will have a lock with keys for access by FPL personnel only. Each cabinet is required to be grounded. SDWWTP shall solidly ground each of the cabinets to earth ground.

In addition, space shall be provided so that the outer door and inner swing panel have an unobstructed path when fully open.

Cable and Wiring

SDWWTP shall supply all cabling as specified by FPL for the interconnection cabinets within the plant. SDWWTP will pull all cabling to each interconnect cabinet. FPL will land the wiring to the cabinet terminal blocks at the appropriate time. The wire size should be #10 to #12 AWG stranded wire for voltage and current circuits.

Cable tray and/or conduits shall be provided by SDWWTP as needed for the connection of remote cabling from the SDWWTP equipment to the FPL protective relay cabinets.

A circuit schedule and relay panel drawings will be provided by FPL when engineering is complete. In addition, SDWWTP shall supply all panel interconnections for protection, control, and monitoring as outlined elsewhere in this document.

Power Supply

One dedicated, fused 15 amperes, 125 VDC circuits shall be provided by SDWWTP for use as power supply to each FPL interconnecting protective relaying cabinet and metering cabinet.

Distribution Customer Responsibility

Engineer, Permit, and Construct the customer's underground line segment to the Point of Change of Ownership.

Fiber Optic Cable Requirements

Fiber Optic cable is required to link the interconnect cabinets within SDWWTP to the relays and communications package within Saga substation. The fiber optic cable is supplied by FPL and has 48 single mode fiber conductors, 0.540" OD, M&S 116-20048-7.

SDWWTP shall supply the cable routing within the plant and have the SDWWTP contractor pull the cable to the required locations. FPL fiber contractor will supply any necessary fiber breakout boxes. FPL fiber contractor will splice and terminate the cables.

Two 48 conductor fiber optic cables are required. One fiber optic cable will be routed to EDB1, EDB2, and the co-gen building. Fiber breakout boxes will be required at EDB1 and possibly other locations to properly extend the fiber optic cable to the required locations.

The cable will provide a communications link to RC1, RC2, RC3, and RC4 and provide co-gen real time metering back to Saga substation. The distance from Saga substation to EDB1, EDB2, and the co-gen room is estimated at 2350 FT.

The second cable is to be routed directly into EDB3 through the new feeder duct bank to provide a communications link to RC5 and RC6. The fiber run from Saga to EDB3 is estimated to be 3070 FT.

Relay Protection and Paralleling

SDWWTP is responsible for protection of the SDWWTP facility including all electrical equipment associated with the continuous parallel, including breakers Main E and Main F.

FPL will design, engineer, and furnish an interconnection protection relay system. SDWWTP will mount the cabinets. Each cabinet will be designed in accordance with a modified RS-142. Cabinet RC1 will cover 52-A4 interconnection. Cabinet RC2 will cover 52-B7 interconnection. Cabinet RC3 will cover 52-C1 interconnection. Cabinet RC4 will cover 52-D1 interconnection. Cabinets RC5 and RC6 will protect the new feeders from EDB3, when they are installed.

FPL intends to stock spares for equipment in the interconnect protection cabinet that uses 125 VDC. However, failure of any FPL equipment may result in extended periods where the SDWWTP facility will not be allowed a continuous parallel with FPL.

Generation Parallel

SDWWTP shall provide access to a control point to trip and block generation parallel. In the event of a critical incident, the FPL Dispatcher shall have the option to trip SDWWTP generation and block all generation parallel. This option shall be made available for each inter-tie breaker at SDWWTP.

SDWWTP will receive status of the four FPL FDRs 9431, 9432, 9435, and 9436. In addition, status of the inspection breaker will be provided. If any of the four dedicated Saga breakers is open, SDWWTP shall auto-block paralleling on that feeder, even if their incoming source is energized.

The plant shall receive indication of Saga Inspection Breaker status and all four feeder breakers 9431, 9432, 9435, 9436 and shall adjust their co-gen paralleling operations so that if any one of these feeders is tied to the Inspection, no co-gen paralleling will occur on the Inspection. This should be controlled administratively and automatically through the plant controller.

- a. For 9431 Open and Inspection Closed, no co-gen connection by B7 Tie
- b. For 9432 Open and Inspection Closed, no co-gen connection by A4 Tie
- c. For 9435 Open and Inspection Closed, no co-gen connection by C1 Tie
- d. For 9436 Open and Inspection Closed, no co-gen connection by D1 Tie
- e. Similar limitations apply for the EDB3 interconnect breakers

A4 Protection, Relay Cabinet 1 (RC1)

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for A4. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive A4 status “a” contact and a status “a” contact indicating that generation is paralleled with the utility through breaker A4 to feeder 9432.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from RC1 shall be provided to SDWWTP for local indication, if desired. In addition, if RC1 is in alarm, generation parallel with FPL shall be blocked through feeder A4. A contact from RC1 will be provided for such use.

SDWWTP shall provide an input for FPL use to prevent generation parallel through A4.

Trip

SDWWTP shall provide access to breaker 1A2 trip circuit for use by RC1. RC1 will directly trip 1A2 for system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC1. Ten cycles after a trip has been initiated by RC1 and the fault remains, RC1 will directly trip generator feeder breaker F2. Access to the F2 breaker trip circuit is required.

B7 Protection, Relay Cabinet 2 (RC2)

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for B7. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive B7 status “a” contact and a status “a” contact indicating that generation is paralleled with the utility through breaker B7 to feeder 9431.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from RC2 shall be provided to SDWWTP for local indication, if desired. In addition, if RC2 is in alarm, generation parallel with FPL shall be blocked through feeder B7. A contact from RC2 will be provided for such use.

SDWWTP shall provide an input for FPL use to prevent generation parallel through B7.

Trip

SDWWTP shall provide access to breaker 1B2 trip circuit for use by RC2. RC2 will directly trip 1B2 for system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC2. Ten cycles after a trip has been initiated by RC2 and the fault remains, RC2 will directly trip generator feeder breaker F1. Access to the F1 breaker trip circuit is required.

C1 Protection, Relay Cabinet 3 (RC3)

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for C1. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive C1 status “a” contact and a status “a” contact indicating that generation is paralleled with the utility through breaker C1 to feeder 9435.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from RC3 shall be provided to SDWWTP for local indication, if desired. In addition, if RC3 is in alarm, generation parallel with FPL shall be blocked through feeder C1. A contact from RC3 will be provided for such use.

SDWWTP shall provide an input for FPL use to prevent generation parallel through C1.

Trip

SDWWTP shall provide access to breaker C16 trip circuit for use by RC3. RC3 will directly trip C16 for system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC3. Ten cycles after a trip has been initiated by RC3 and the fault remains, RC3 will directly trip generator feeder breaker F3. Access to the F3 breaker trip circuit is required.

D1 Protection, Relay Cabinet 4 (RC4)

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for D1. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive D1 status “a” contact and a status “a” contact indicating that generation is paralleled with the utility through breaker D1 to feeder 9436.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from RC4 shall be provided to SDWWTP for local indication, if desired. In addition, if RC4 is in alarm, generation parallel with FPL shall be blocked through feeder D1. A contact from RC4 will be provided for such use.

SDWWTP shall provide an input for FPL use to prevent generation parallel through D1.

Trip

SDWWTP shall provide access to breaker D16 trip circuit for use by RC4. RC4 will directly trip D16 for system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC4. Ten cycles after a trip has been initiated by RC4 and the fault remains, RC4 will directly trip generator feeder breaker F4. Access to the F4 breaker trip circuit is required.

Protection Relay Cabinet 5 (RC5-EDB3); FPL F9431

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for Main E. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive Main E status "a" contact and a status "a" contact indicating that generation is paralleled with the utility through breaker Main E to FPL feeder 9431.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet (RC) Trouble Alarm

An alarm contact and a trip issued contact from RC5 shall be provided to SDWWTP for local indication, if requested.

In addition, if RC5 is in alarm, generation parallel with FPL shall be blocked through Main E. A contact from RC5 will be provided for this purpose for use by SDWWTP.

Trip

SDWWTP shall provide access to breaker Main E trip circuit for use by RC5. RC5 will directly trip Main E for faults and system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC5. Ten cycles after a trip has been initiated by RC5 and the fault remains, RC5 will directly trip the generator feeder breaker. Access to the breaker trip circuit is required.

Protection Relay Cabinet 6 (RC6-EDB3); FPL F9432

Relays R1 and R2 will apply the following functions: phase and ground overcurrent (50/51), directional overcurrent (67), forward power (32), under/over frequency (81), under/over voltage (27/59) and current differential protection (87). Relays shall be connected to the CTs for Main F. The relays shall also be connected to the output of the associated line relaying PTs.

Breaker Status

Breaker status inputs to R1 and R2 relays are required to signal that SDWWTP is generating in parallel with FPL. Each relay will receive Main F status “a” contact and a status “a” contact indicating that generation is paralleled with the utility through breaker Main F to FPL feeder 9432.

When the breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Relay Cabinet (RC) Trouble Alarm

An alarm contact and a trip issued contact from RC6 shall be provided to SDWWTP for local indication, if requested. In addition, if RC6 is in alarm, generation parallel with FPL shall be blocked through Main E. A contact from RC6 will be provided for this purpose for use by SDWWTP.

Trip

SDWWTP shall provide access to breaker Main F trip circuit for use by RC6. RC6 will directly trip Main F for faults and system disturbances when SDWWTP is generating in parallel with FPL.

Breaker Failure

Breaker failure protection will be handled by RC6. Ten cycles after a trip has been initiated by RC6 and the fault remains, RC6 will directly trip the generator feeder breaker. Access to the breaker trip circuit is required.

Metering

Revenue Metering

Revenue metering units are not required within Saga substation. Metering will be within the SDWWTP property, before the feeder entrances into EDB1, EDB2, or EDB3. The revenue metering will be managed by the FPL Metering Department and is not part of the scope of this document.

Real Time Metering

Real time metering of the amount of generation paralleled with the utility is required. If the generation is running, but not paralleled with FPL, the metering information is not required.

FPL will bring the real-time metering information into the Energy Management System (EMS) to account for the amount of load within SDWWTP ensuring that the load on each feeder is not masked by the connected co-generation.

Also, loading information will be used to control auto-restoration within Saga substation and allow the dispatcher to improve response to emerging system conditions.

Within the co-gen switchgear is to be installed a real time metering cabinet which will monitor the power flow at F1, F2, F3, and F4 feeders. SDWWTP to provide voltage and currents from each of the respective feeders to each relay within the FPL cabinet for indication of real time metering of the power flow. The relays will provide real time co-gen metering information back to Saga substation over the fiber optic link.

Alternately, SDWWTP may provide the metering information directly from their relaying or equipment if the proposed connection complies with FPL requirements for communications protocol and channel availability. This link would be provided through the fiber optic cable.

Transmission Provider Equipment

Scope of Work at Davis Substation

Relay Protection

Reclosing supervision needs to be enabled at the Davis terminal of the transmission line. At Davis, on PL-1528, request settings to have the SEL-421 programmed to perform dead-line and sync check reclosing supervision for the reclosing breaker.

Scope of Work at Princeton Substation

Relay Protection

Reclosing supervision needs to be enabled at the Princeton terminal of the transmission line. The Davis line is protected by PL-1552. However, the reclosing for the E2S breaker is on the panel for the FL City 138kV line, PL-1553. Program the SEL-421 to perform dead-line and sync check reclosing supervision for the reclosing breaker E2S.

Scope of Work at Saga Substation

Re-locate feeder cables approximately 13' west to accommodate the addition of phase reactors.

Saga Substation is an existing three transformer station with Scheme 10 protection. Panels PD-3210, 3211, & 3212 protect Transformers 1, 2, & 3 respectively. PD-3209 protects Operating Busses 1, 2, and 3.

Note

The Saga Operating Diagram Notes shall be updated to reflect the operating parameters of the co-gen tie with SDWWTP.

Communications

Replace any existing Orion 5Rs with Orion LX+. Install a new Orion LX+ RCP dedicated for the SDWWTP interconnect relays. Connect relays in RC1, RC2, RC3, and RC4 over single mode (SM) fiber. Use SEL-2829s (314-05280-0) for mirror bit (MB) and RCP connections to respective equipment at Saga Substation. Each relay cabinet (RC) in SDWWTP will have a connection back to Saga for the following uses:

- 311L: 87L port for Differential, Port 1 for MB to SDWWTP, Port 2 for serial communications to RCP
- 451: Port 1 for serial communications to RCP

Real-Time Metering and Communications

Note: The real-time metering described here is not related to the revenue metering that is installed and maintained by the FPL Metering Department.

On PH-178, at Saga, replace the analog metering with the EI Shark Meters. The Shark Meters for Transformers #1 and #2 are to be taken directly into the SCP.

The four SEL-751s from the co-gen switchgear are each to be connected to the RCP to send real-time metering information to the FPL EMS and also provide engineering access. The generation from each of the four meters/relays for F1, F2, F3, F4 is sent to the RCP. The combined generation will be summed in the RCP and then sent to the SCP to be displayed on the Dispatcher screen. The EMS will use this information to properly account for any SDWWTP load that is being masked when the SDWWTP co-generation is online.

Relaying Protection - Saga

PI panels with SEL-311L relays (0311L1JDD425451XX) (311L#L552) with x & y 1300nm fiber outputs, 125VDC, and additional I/O board are to be installed at Saga substation on, preferably, a 28x90" flat panel, space allowing. Alternately, a 19-inch rack or 24-inch panel may be used. The four SEL-311Ls will be used for current differential to protect the cable and supplemental overcurrent relaying to back up the feeder overcurrent relaying.

Connect each 311L to its respective feeder current transformers and to bus potential. #10 AWG cabling is required to be run to each feeder and the 311L placed in series with the SEL-351S feeder relay.

Note: CT ratios at the FPL feeder should match dedicated CT ratios at SDWWTP Main Breakers. Coordinate CT ratios at Saga with CT ratios at SDWWTP. Final CT ratio to be determined for all four feeders.

Connect the 311L at Saga to the respective 311L in SDWWTP by the 87-fiber optic link. Connect each 311L for mirror bit communications. Connect each 311L to the Saga RCP.

311L: 87L port for differential, Port 1 for mirror bits (MB), Port 2 for communications to RCP.

Mirror Bits will be received from each SDWWTP SEL-311L for main breaker status and co-gen parallel status.

For SEL-311L-1 relay (F9431, 2W37), the following digital inputs will be required:

- a. IN101 - Breaker status 2W37
- b. IN102 - Trip indication from 2W37, SEL-351S OUT202
- c. IN103 - Trip indication from 351T1 OUT203
- d. IN104 - Trip indication from 351T2 OUT203
- e. IN301 - 2GB24 status "a" contact
- f. IN302 - 2W85 Bus Tie status "a" contact
- g. IN303 - 2W51 Inspection Breaker status "a" contact
- h. IN304 - Trip and block parallel of the co-gen tie
- i. IN305 - Input for R-switch status, input asserts when R switch ON
- j. IN306 - Bus Tie OC Trip OUT102
- k. IN307 - Bus Diff Trip from AR relay
- l. OUT201 – Breaker Trip
- m. OUT101 – SDWWTP B7 Status
- n. OUT102 – Parallel Status
- o. Alarm – To TCM

For the SEL 311L-1, the following analog inputs are required:

- a. Three phase bus potential
- b. Three phase currents from feeder 9431

For SEL-311L-2 relay (F9432, 2W32) the following digital inputs will be required:

- a. IN101 - Breaker status 2W32
- b. IN102 - Trip indication from feeder breaker 2W32, relay SEL-351S OUT202
- c. IN103 - Trip indication from 351T1 OUT204
- d. IN104 - Trip indication from 351T2 OUT204
- e. IN105 – Lockout 86-1 contact 34/36
- f. IN106 – Lockout 86-2 contact 34/36
- g. IN301 - 2GB24 status "a" contact
- h. IN302 - 2W85 Bus Tie status "a" contact
- i. IN303 - 2W51 Inspection Breaker status "a" contact
- j. IN304 - Trip and block parallel of the co-gen tie
- k. IN305 - Input for R-switch status, input asserts when R switch ON
- l. IN306 – Bus Tie OC Trip OUT103

- m. IN307 – Bus Diff Trip from AR
- n. OUT201 – Breaker Trip
- o. OUT101 – SDWWTP A4 Status
- p. OUT102 – Parallel Status
- q. Alarm – To TCM

For the SEL 311L-2, the following analog inputs are required:

- a) Three phase bus potential
- b) Three phase currents from feeder 9432

For SEL-311L-3 relay (F9435, 2W109), the following digital inputs will be required:

- a) IN101 - Breaker status 2W109
- b) IN102 - Trip indication from feeder breaker 2W109, relay SEL-351S

OUT202

- c) IN103 - Trip indication from 351T1 OUT210
- d) IN104 - Trip indication from 351T2 OUT210
- e) IN105 – Lockout 86-1 contact 42/48
- f) IN106 – Lockout 86-2 contact 42/48
- g) IN301 - 2GB24 status “a” contact
- h) IN302 - 2W85 Bus Tie status “a” contact
- i) IN303 - 2W51 Inspection Breaker status “a” contact
- j) IN304 - Trip and block parallel of the co-gen tie
- k) IN305 - Input for R-switch status, input asserts when R switch ON
- l) OUT201 – Breaker Trip
- m) OUT101 – SDWWTP C1 Status
- n) OUT102 – Parallel Status
- o) Alarm – To TCM

For the SEL 311L-3, the following analog inputs are required:

- a) Three phase bus potential
- b) Three phase currents from feeder 9435

For SEL-311L-4 relay (F9436, 2W125) the following digital inputs will be required:

- a) IN101 – Breaker status 2W37
- b) IN102 - Trip indication from feeder breaker 2W125, relay SEL-351S

OUT202

- c) IN103 - Trip indication from 351T1 OUT211
- d) IN104 - Trip indication from 351T2 OUT211
- e) IN105 – Lockout 86-1 contact 54/56
- f) IN106 – Lockout 86-2 contact 54/56
- g) IN301 - 2GB24 status “a” contact
- h) IN302 - 2W85 Bus Tie status “a” contact
- i) IN303 - 2W51 Inspection Breaker status “a” contact
- j) IN304 - Trip and block parallel of the co-gen tie
- k) IN305 - Input for R-switch status, input asserts when R switch ON
- l) IN306 - Bus Tie OC Trip OUT106

- m) IN307 – Bus Diff Trip from AR
- n) OUT201 – Breaker Trip
- o) OUT101 – SDWWTP D1 Status
- p) OUT102 – Parallel Status
- q) Alarm – To TCM

For the SEL 311L-4, the following analog inputs are required:

- a) Three phase bus potential
- b) Three phase currents from feeder 9436

Bus Differential Panel Modification PD-3209

Mount and wire-in a surface mount AR relay to operate for bus faults. A contact from the AR shall be wired to each one of the 311L relays, 311L1-311L4, to trip the SDWWTP breaker.

Trip and Transfer Trip

If the SEL-311L detects a fault, it will trip its breaker at Saga and trip the respective breaker in the SDWWTP.

Transfer trip will be sent to SDWWTP for the following fault conditions at Saga:

1. Feeder fault will trip respective SDWWTP breaker.
2. Transformer fault will trip all co-gens that are paralleled.
3. Bus fault will trip all co-gens that are paralleled

Auto-Restoration

In the event of a failure of the Saga substation transformer to which SDWWTP co-generation is connected, all co-generation will be transfer tripped and the load shifted to the adjacent bus. SDWWTP may re-connect the co-generation after a five-minute stabilization delay.

9431, 9432, 9435, 9436 Feeder Breakers

Each SDWWTP feeder breaker is required to have an R-switch installed. Install Electrosnitch Snap Switch #102604LS. When operated to the ON position, the feeder differential scheme will be disabled and only backup overcurrents will provide protection. It is required to disable the differential scheme when the feeder is switched to the inspection breaker.

In the 311L, use 87LTC function to block the differential element when the R switch is ON.

Saga Relay: 87LTC = NOT IN305, T1X = NOT IN305

SDWWTP Relay: 87LTC = R1X

Status from SEL-311Ls at SDWWTP to Saga

By mirror bits, each SEL-311L relay will bring back the following indication from SDWWTP:

- a) Main Breaker Status

- b) Co-Gen parallel status for each feeder
- c) Health of Interconnect Relay cabinet

SDWWTP Breaker and parallel statuses are to be taken to the Saga RTU for indication to the Dispatcher SCADA displays. The health statuses are to be combined and taken to the RTU for SDWWTP TCM alarm.

Power Quality Monitor

A power quality meter, SEL-735, shall be installed to monitor power quality on the connected 13kV operating bus. The meter is to be wired to Transformer #1 low side metering CTs and Operating Bus #1 voltage source. Use PC Panel Standard Drawing E-248842.

Substation Work - Load

The following substation upgrades are required within Saga substation to support the increase in load:

- a. Upgrade three sets of inspection breaker L switches to 1200A
- b. Upgrade FDRs 9431, 9432, 9435, 9436 regulator bypass switches to 1200A
- c. Removal of metering units on FDRs 9431 and 9432
- d. Add double pull-offs for FDRs 9431 and 9432
- e. Upgrade regulators on FDRS 9431 and 9432 to 500 kVA rating

Substation and Siting Work – Co Gen

The addition of phase reactors is required at Saga substation. Individual phase reactors are to be added to feeders 9431, 9432, 9435, and 9436. The size and rating of the phase reactors for 9431 and 9432 is estimated at 1.25 Ω and 800A continuous. The size and rating of the phase reactors for 9435 and 9436 is estimated at 1.25 Ω and 800A continuous.

The addition of phase reactors requires a site expansion to the west by an estimated 5 ft. with re-location of existing feeder pulloffs in order to fit the additional equipment within the substation fenced area and maintain clearances and workspace. A gravity wall is also required due to the slope of the existing terrain.

Grounding Study

A Substation Grounding Study is required to be performed for the substation in accordance with A-220608, Specification for Substation Grounding Analysis and Design. The study will outline any required upgrades to the substation ground grid that may be necessary due to the westward expansion.

Attachment 3

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

FIGURE 1 – EDB1 and EDB2

Transformer Rating

15 MVA; Y-grounded primary by neutral reactor / Δ -secondary

13.2 / 4.16kV

TX Zav_g = 5.37%

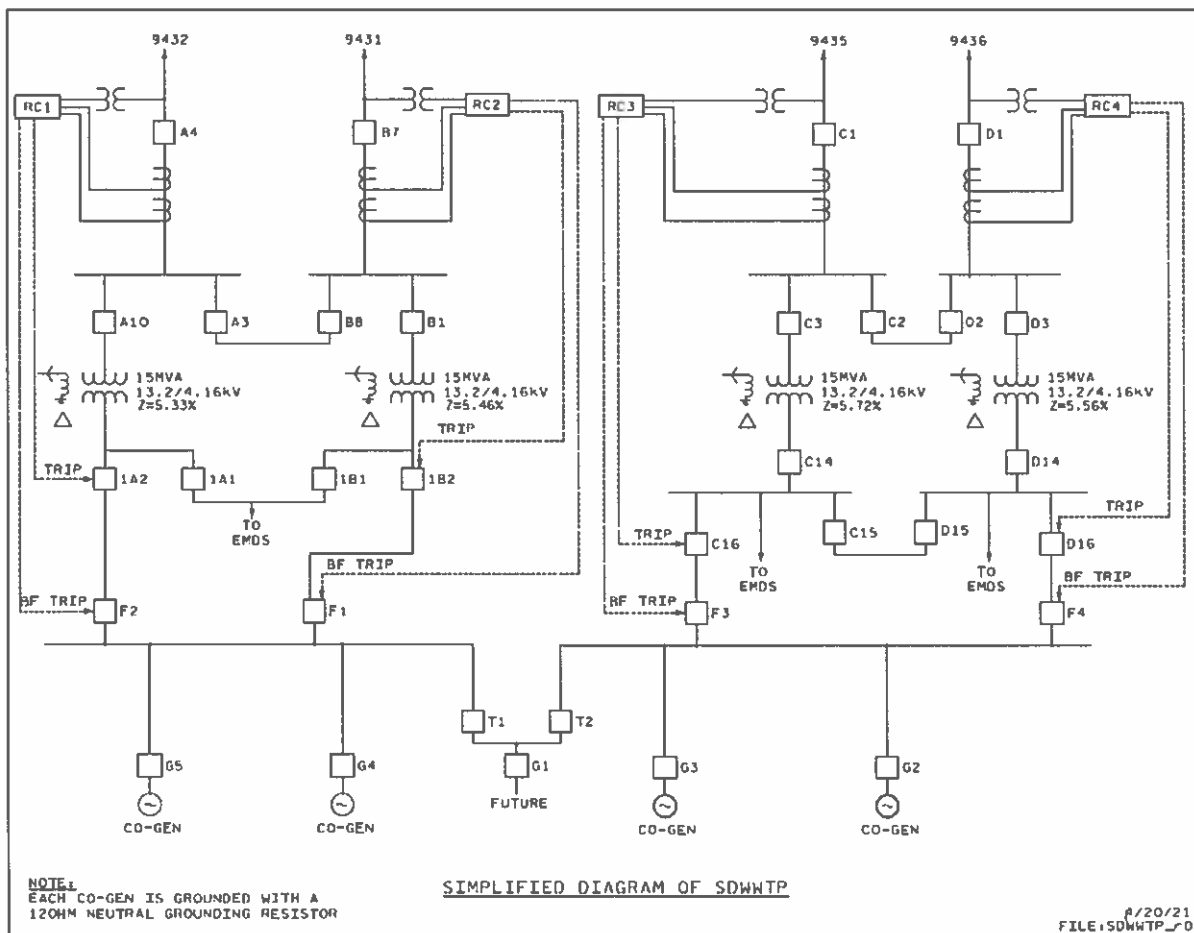


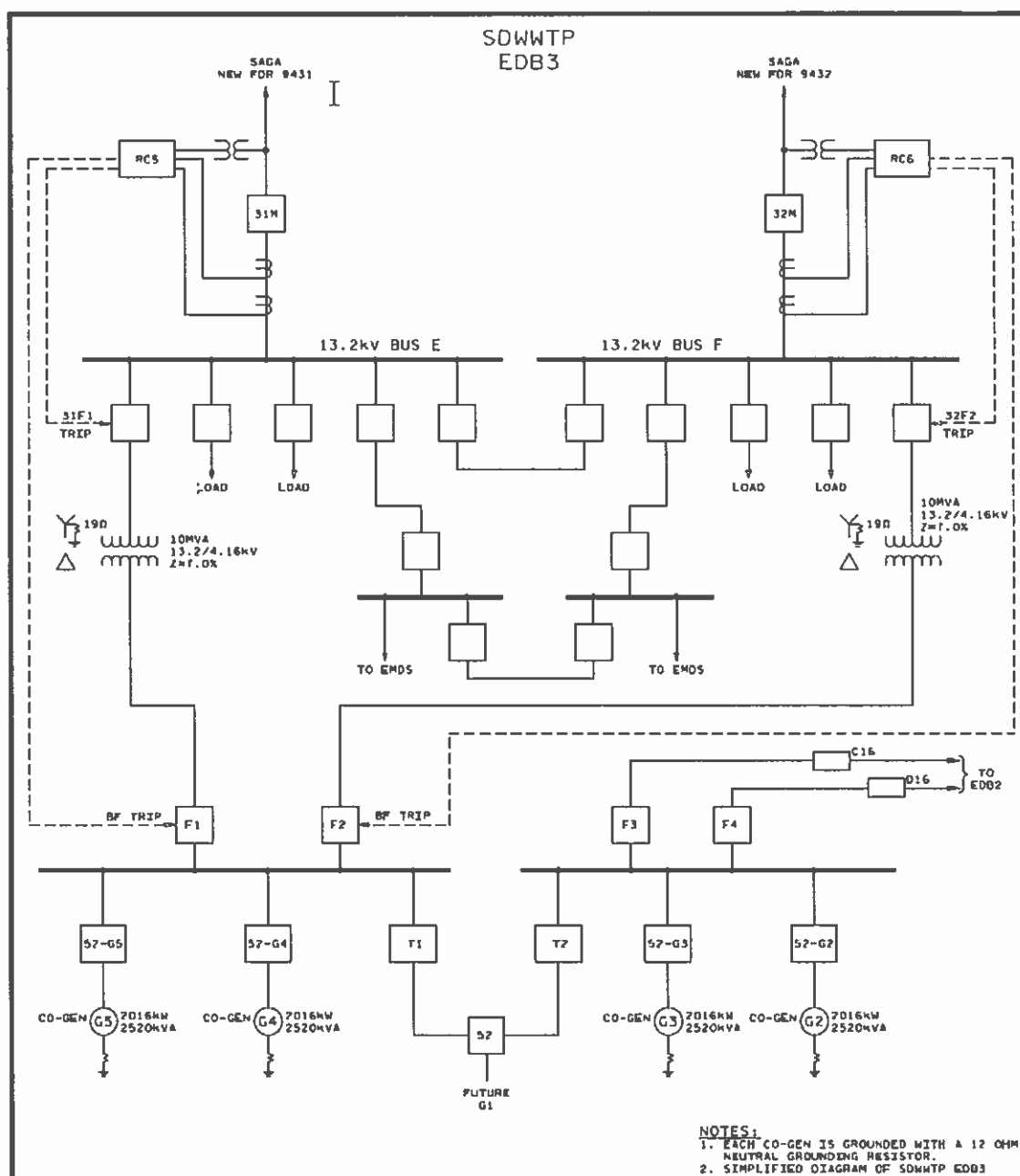
FIGURE 2 – EDB3

Transformer Rating

10 MVA; Y-grounded primary by 19Ω neutral resistor / Δ -secondary

13.2 / 4.16kV

TX Zestimate = 7.00%;



Attachment 4

Milestones

In-Service Date: August 2026

Note: In-service date is subject to change base on unforeseen delays on milestone.

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	Interconnection Agreement Signed	MDWASD/FPL
(2)	Financial Security Received	MDWASD
(3)	Completed Distribution, Transmission, Substation, Relay Work / 72 Weeks	FPL
(4)	Completed Distribution, Relay Work/ 72 Weeks (in parallel to #3)	MDWASD
(5)	Interconnection Facilities Complete	FPL
(6)	Plant Testing Complete/ 4 weeks	_____ MDWASD _____
(7)	Back Feed Power	MDWASD

Attachment 5

Additional Operating Requirements for the Transmission Provider's Transmission System Needed to Support the Interconnection Customer's Needs

SDWWTP Co-Gen Design

The co-gen facility shall be designed, operated, and maintained in conformance with the latest standards including, but not limited to, IEEE Std. 519 Recommended Practices and IEEE Std. 1547 Standard for Interconnecting Distributed Energy Resources with Electric Power Systems. Non-compliance by SDWWTP can result in disconnection of the co-generation system from the utility grid until power quality issues are resolved.

DC Power Source

A power source for tripping and control shall be provided at the facility by a DC battery bank that is equipped with a charging system. FPL plans to use 125VDC equipment. Notify FPL if different DC voltage is used.

Synchronization

Generation at the SDWWTP site shall have synchronization controls in place to prevent out-of-phase parallel connection to the FPL source feeders. System paralleling is expected to occur at the co-gen breakers. Synchronization parameter limits in accordance with IEEE 1547-2018 shall be followed.

Paralleling

Parallel operation with the co-gen system may occur at any time that SDWWTP elects as long as the utility service from Saga substation is in normal configuration and the supply voltage is within normal operating parameters for voltage and frequency. IEEE 1547 – 2018 Enter Service Criteria shall be followed.

Re-Enter Service Criteria

In the event the generation is abruptly disconnected from utility parallel, a 5-minute stabilization delay on generation re-connection to the utility shall be applied ensuring utility voltage and frequency have both returned to normal.

Power Quality

The facility shall have generator controls in place so that SDWWTP operates to prevent voltage flicker, voltage sags and swells, rapid voltage changes, and overvoltage conditions. The generation system shall comply with the power quality requirements as outlined in IEEE 1547–2018 and IEEE 1453-2015.

Reverse Power Flow

At all times, the generating facility shall serve SDWWTP load. The generation controller will maintain a minimum import level to provide margin to prevent power export. Generator ramping to load shall not cause power export excursions.

The FPL Inter-Tie panels will have reverse power detection and directional overcurrent elements set and will trip designated SDWWTP breakers anytime that the export threshold is crossed. FPL tripping is planned to occur at export levels of 250kW within 5 seconds and at 2000kW with no time delay.

Ride Through

The generator controls shall provide for the ability to withstand voltage or frequency disturbances within pre-defined limits and to continue operation. Voltage ride through (VRT) and frequency ride through (FRT) capabilities for the generation system should be utilized in accordance with Category I of IEEE 1547-2018.

Voltage Regulation

The generating facility shall not actively regulate the voltage at the Point of Interconnection while operating in parallel with FPL. The generation should operate at a fixed power factor while tied to the utility grid.

FPL uses tap changing voltage regulators on each phase of each feeder serving the SDWWTP.

The maximum expected continuous load of EDB1, EDB2, EDB3 shall be provided to ensure that FPL substation equipment has the required ratings.

Effective Grounding

The step-down transformers at FPL Distribution stations are connected delta primary – grounded wye secondary. In the event of a transmission line phase to ground fault, FPL relays at the transmission stations which terminate the line will operate to clear the fault. If the DER is not disconnected at the same time, it will continue to energize the transmission line through the delta – grounded wye transformer. The resultant neutral shift on the delta side may result in near full phase to phase voltage appearing across the unfaulted phases to ground.

Detailed study work was performed to determine if a grounding transformer was required to prevent neutral shift. Study results show that a grounding transformer is not required. The station arresters have the capability to withstand the applied voltages for the maximum time required to clear the fault.

General Operation of Co-Gens and Emergency Diesels (EMDs)

For EDB1 and EDB2, utility power is supplied to the plant from one of four FPL feeders out of Saga substation (9431, 9432, 9435, 9436). The voltage is stepped down to the generation switchgear by one of four - 15MVA, 13.2kV: 4160V transformers owned by the customer.

SDWWTP Switchgear Bus “A” is connected to FPL feeder 9432 through breaker A4. Switchgear Bus “B” is connected to FPL feeder 9431 through breaker B7. Switchgear Bus

“C” is connected to FPL feeder 9435 through breaker C1. Switchgear Bus “D” is connected to FPL feeder 9436 through breaker D1.

SDWWTP may only parallel with two FPL feeders at a time, 9431 or 9432 and 9435 or 9436. *Administrative controls as well as SDWWTP interlocks shall be in place that prevent any incoming FPL feeder from being paralleled to another incoming FPL feeder within the plant, by any means.*

Once EDB3 is commissioned, EDB1 will be de-commissioned. Feeder 9431 will serve EDB3 Switchgear Bus E and Feeder 9432 will serve EDB3 Switchgear Bus F.

Note that the 13.2kV: 4160V transformers in EDB3 are rated 10MVA and have a different impedance than the EDB1 and EDB2 transformers. This is due to the EDB3 EMDs connection at the 13.2kV bus rather than the 4160V bus as in EDB1, EDB2.

During the transition from EDB1 to EDB3, load may be served to both buildings. *However, the co-gens may not parallel on FPL feeders that are serving EDB1 and EDB3 loads concurrently.*

Saga Inspection Breaker

In Saga substation, there is an Inspection Breaker which is used to connect served loads while maintenance is performed on the normally connected breaker. SDWWTP shall not be permitted to parallel generation with FPL through the Inspection Breaker. This shall be handled through administrative and automatic controls between FPL and SDWWTP.

Saga Bus Tie Breaker

Co-gen operations are not planned to be limited when Saga Operating Bus #1 is tied to Operating Bus #2. This would occur in the event one of the transformers or busses is taken out of service for a maintenance or trouble event and the busses are tied together using the bus tie breaker.

The plant may receive bus tie breaker status.

EMD Operation

SDWWTP has several emergency diesel generators (EMDs) which have various connections to different plant switchgear busses. The SDWWTP EMDs may run in parallel with the co-gens but shall not be run in continuous parallel with FPL for any reason, in any configuration.

The Parties acknowledge and agree that the Small Generating Facility is for the Interconnection Customer’s own use and that the electrical output of the Small Generating Facility will be lower than the Interconnection Customer’s actual load at the Transmission Provider’s retail meter at all times. If the Interconnection Customer seeks to make third-party sales from the Small Generating Facility in the future, the Transmission Provider retains the right to study potential system impacts and the need for additional operational requirements. The Parties also acknowledge and agree that, if Interconnection Customer commences sales of capacity and/or energy to third parties, Interconnection Agreement may become subject to FERC jurisdiction. Interconnection Customer will promptly notify Transmission Provider at such time that the Interconnection Customer seeks to make third-

party sales of capacity and/or energy to a third party. Such notice must be provided with sufficient time for any required facility modifications to be completed and for whatever modifications to this Agreement are necessary to be filed with the FERC prior to initiation of any such sales.

Operation and Maintenance

FPL shall provide SDWWTP quarterly invoices for all costs and expenses incurred by FPL for operation, maintenance, modification, improvement or replacement of the Interconnection Facilities pursuant to this Agreement in accordance with FPL's then-current jobbing procedures.

Attachment 6

Transmission Provider's Interconnection Facilities Description of Upgrades and Best Estimate of Upgrade Costs

Interconnection Customer and Transmission Provider hereby acknowledge and agree that Interconnection Customer is responsible for the cost of Transmission Provider's Interconnection Facilities and that the cost listed below is only an estimate. The cost for Transmission Provider's Interconnection Facilities, including the acquisition of any Transmission Provider Interconnection Facilities provided to the Transmission Provider by Interconnection Customer, to be constructed/installed by the Transmission Provider, for which Interconnection Customer is responsible, is estimated to be: **\$2,809,929.60**. This estimate includes the permitting, engineering and installation of all equipment and materials, labor and vehicle associated with the work to be performed by FPL, including corporate overheads, as described within this study report. All estimates are shown in year 2025 dollars. In addition, labor, material and equipment costs are subject to change depending upon market conditions and delivery schedules. Labor costs are based upon contractors performing the work under FPL supervision.

The cost breakdown below is the estimated cost of the Substation and Siting Work – Co Gen Interconnecting Facilities identified in Attachment 2.

Substation and Siting Work – Co Gen	Estimated Labor, Vehicle, Miscellaneous Cost	Estimated Material Cost	Estimated Engineering and Overhead Cost	Estimated Total Cost
Phase Reactors	\$ 491,967.60	\$ 1,423,344.00	\$ 169,924.80	\$ 2,085,236.40
Site Expansion	\$ 619,212.00	-	\$ 105,481.20	\$ 724,693.20
				\$ 2,809,929. 60



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(5)
9-3-25

RESOLUTION NO. R-868-25

RESOLUTION RATIFYING ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY THE EXECUTION OF THE SMALL GENERATOR INTERCONNECTION AGREEMENT BETWEEN FLORIDA POWER & LIGHT AND MIAMI-DADE COUNTY FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED THEREIN, INCLUDING TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, pursuant to section 2-8.2.12 of the Code of Miami-Dade County, Florida specifically, execution of the Small Generator Interconnection Agreement between Florida Power & Light and Miami-Dade County for the Miami-Dade Water and Sewer Department's South District Wastewater Treatment Plant (the "Agreement"), in substantially the form attached to the accompanying County Mayor's Memorandum as Exhibit A. This Board further authorizes the County Mayor or County Mayor's designee to exercise all rights contained in the Agreement, including termination.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis