



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 24 2014 KHMP

AGENDA ITEM

June 2, 2014

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405**

SUBJECT: June 24, 2014 — Consent Item
Orlando Utilities Commission Commercial Solar Service
Agreement Customer-Sited Solar System

The Environmental Protection Division (EPD) is requesting approval of the Commercial Solar Service Agreement (CSSA) between Orlando Utilities Commission (OUC) and Orange County Government pertaining to the 38.88 kilowatt solar photovoltaic (PV) system located on the roof of the covered parking area at the Orange County Sheriff's Office (OCSO) Administrative Offices at 2500 West Colonial Drive, Orlando. The OCSO solar PV system was purchased and installed with Energy Efficiency and Conservation Block Grant funding obtained from the U.S. Department of Energy and became operational at the end of September 2013.

OUC offers its customers solar incentives that include net metering and a PV credit program. With net metering, anytime the solar PV system generates more energy than is used, the excess energy flows out to the OUC grid and OUC will purchase the kilowatt-hours (kWhs) as set forth in OUC's Net Metering for Customer Owned Renewable Generation tariff or other tariffs on file with the Florida Public Service Commission (FPSC), which may be changed from time to time. With the solar PV credit, the customer receives a monthly credit per kWh produced by the PV system regardless of whether the energy was used by the customer or sent back to the OUC grid. In return, OUC receives the environmental attributes (e.g., renewable energy certificates) associated with the solar energy produced. OUC accumulates the environmental attributes to more cost effectively meet its renewable energy portfolio goals. The price

Page Two

June 24, 2014 – Consent Item

Orlando Utilities Commission Commercial Solar Service Agreement Customer-Sited Solar System

for the environmental attributes is set forth in OUC's Electric Tariff (Solar PV Credit Program Rider) on file with the FPSC, which may be changed from time to time.

The term of the Agreement is for a period of five years from the date of the first utility bill where the purchase and sale of "environmental attributes" have been initiated. The agreement will automatically renew for successive terms of five (5) years unless terminated by written notice by either party.

The current estimated monthly production of the solar system is 4,374 kWh. The current accumulated production credits will be paid at a rate of \$0.05 per kWh. From September 27, 2013 to May 19, 2014 the production of the solar system was 33,864 kWh; therefore, credit due to Orange County is currently \$1,693.20.

Upon, BCC approval of the CSSA and final execution, OUC will activate the three production meters (installed on September 27, 2013) in the OUC billing system. Solar credits earned based on PV system production will be used to offset the cost of electric bills for the OCSO.

The OUC CSSA was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval of Commercial Solar Service Agreement (CSSA) Customer-Sited Solar Systems between Orlando Utilities Commission and Orange County for property located at the Orange County Sheriff's Office whose electric service address is 2500 West Colonial Drive, Orlando, Florida 32804. District 6.

JVW/LC: mg

Attachments



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 24 2014 KH/JP

Commercial Solar Service Agreement (CSSA) Customer-Sited Solar Systems

This Agreement is made and entered into by and between the Orlando Utilities Commission ("OUC" or "Company"), a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32802, and Orange County, a charter county and political subdivision of the State of Florida Orange County, a charter county and political subdivision of the State of Florida ("Customer"), whose electric service address is 2500 W. Colonial Dr. Orlando, Florida 32804, (the "Service Address"), and is effective as of the date last signed below.

1. **REPRESENTATIONS.** The signatories hereto individually and collectively make the following representations:
 - a) They are individually authorized and competent to sign this Agreement and that they have read the Agreement and agree to be bound by its terms.
 - b) Customer owns the solar system(s) in the state of Florida at the Service Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Service Address and for the purpose of this Agreement is the person in whose name electric service is listed at the Service Address.
 - c) The solar system(s) for consideration under this agreement is/are:
 - Solar Photovoltaic System
Size: 38.880 KW (DC capacity)
 - Solar Thermal Water Heating System
Size: _____ Sq. Ft. (Collector)
 - d) OUC shall provide customer with a one-time solar thermal meter credit of two-hundred-fifty dollars (\$250) to offset the cost of installing each BTU meter.
2. **PURCHASE AND SALE.** On the terms and subject to the conditions set forth in this Agreement, the Customer agrees to sell and OUC agrees to purchase from Customer all of the environmental attributes associated with the generation of solar energy, including but not limited to, all renewable energy certificates, "green tags", carbon offsets, or other tradable environmental interests (collectively "Environmental Attributes") generated by the solar system(s) at the Service Address. An Environmental Attribute is separate and apart from the energy produced and may be independently transferred or conveyed. OUC will accumulate the Environmental Attributes to more cost effectively meet its renewable energy portfolio goals which benefits all OUC customers.
3. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date of the first utility bill ("Bill Date") where the Purchase and Sale of Environmental Attributes have been initiated. This agreement shall automatically renew for successive Terms of five (5) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The Agreement may also be terminated if the customer moves out of the premise and therefore closes the account with OUC. Either party may terminate this Agreement for convenience by giving no less than ninety (90) days notice prior to the effective date of termination.

CSSA

4. **PURCHASE PRICE.** The price for the Environmental Attributes shall be a payment based on OUC's receipt of all Environmental Attributes generated by the solar system(s). The price for the Environmental Attributes will be set forth in the Company's Electric Tariff (Solar Photovoltaic Credit Program Rider and/or Solar Thermal Credit Rider) on file with the Florida Public Service Commission (FPSC) which may be changed from time to time.

5. **TERMS AND CONDITIONS**
 - a) Customer shall be solely responsible for ensuring that the solar system(s) equipment installed for this program meets all applicable codes, standards, and regulatory requirements.

 - b) The solar system(s) shall be located at the Service Address at all times during the term of this Agreement.

 - c) For Solar Photovoltaic (PV) Systems:
 - c1. The Customer must receive electric power from OUC.

 - c2. The Customer must provide OUC with a copy of the electrical one-line diagram for the PV system.

 - c3. The Gross Power Rating of the PV system shall not exceed two (2) megawatts as defined in Appendix A (F.A.C. 25-6.065).

 - c4. The Customer shall complete a PV Interconnection Application and Compliance Form attached and incorporated herein as Exhibit A, and be granted permission by OUC to interconnect to its electric distribution system prior to the operation of the proposed PV system. The Customer agrees to maintain compliance with all of OUC's interconnection requirements.

 - c5. If any excess energy is generated by the PV system at the Service Address, OUC shall receive all of this excess energy. The Customer will receive compensation for any excess energy in the form of a consumption offset to the customer's energy consumption as shown on the next billing cycle as set forth in the Company's Net Metering for Customer Owned Renewable Generation tariff or other tariffs on file with the FPSC which may be changed from time to time. The Customer's "Billed Energy" shall be applied to the applicable standard tariff energy rate and shall be calculated as the difference between the OUC supplied energy and the energy exported to the OUC grid from the Customer's PV system.

 - c6. If this agreement is terminated as provided for in Section 3, the Customer will remain eligible to interconnect to OUC's distribution system; however, the Customer shall not be billed based on the Solar Photovoltaic Rider, but on an otherwise applicable tariff rate.

 - d) For Solar Thermal Water Heating Systems:
 - d1. Solar thermal water heating systems must be used for potable or process water heating.

 - d2. Solar pool water heating systems are excluded under this agreement.

 - d3. The OUC standard BTU meter size is $\frac{3}{4}$ ". Immediately notify OUC of thermal systems requiring larger BTU meters for special orders and allow additional delivery time.

CSSA

- e) OUC shall purchase and own all Environmental Attributes produced by the solar system(s), and the Customer shall not be allowed to sell the Environmental Attributes to any party other than OUC during the initial and all subsequent terms of this Agreement. Upon the customer notice to terminate this agreement under section 3, OUC shall have the right of first refusal with respect to any and all bona fide offers to purchase Environmental Attributes and agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by Customer of a bona fide offer.
- f) This Agreement is assignable by Customer to any subsequent purchaser of the Service Address, pursuant to section 5(o) below.
- g) Under the terms of this Agreement, OUC does not imply any representation or warranty by OUC of the design, installation or operation of the solar equipment, and OUC expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- h) OUC shall not be responsible or liable for any personal injury or property damage caused by the solar system(s) or any individual component equipment of the system(s).
- i) To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, demands, damages, liabilities, interest, attorney fees, costs and expenses, of whatsoever kind or nature arising out of its acts, errors, or omissions, in connection with this Agreement. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
- j) This Agreement and the terms contained in the Agreement shall be binding and enforceable against the parties for as long as the Agreement remains in effect.
- k) If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, parties specifically agree to be responsible for their own attorney's fees and costs, whether incurred at trial or on appeal unless awarded as part of any settlement or judgment. Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
- l) The parties agree that a cause of action for breach of any provision of this Agreement shall not accrue with regard to statutory time limitations until the non-breaching party actually discovers the breach.
- m) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.
- n) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Florida.
- o) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, and shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Customer is released from any and all future liability under this Agreement upon its assignment.

CSSA

- p) By executing this Agreement, Customer grants to OUC permission to share information concerning the location of the Environmental Attributes sold to OUC by Customer under this Agreement to other Utilities, Municipalities, Cooperatives and other entities that may be involved with the transaction of Environmental Attributes for the limited purpose of ensuring that the Environmental Attributes associated with the Customer's solar system have not been sold to another entity and to meet the reporting requirements of FPSC Rule 25-6.065.
- q) Customer acknowledges that as a Municipal Utility, OUC is required to provide public information on the location and size of the solar system(s) to both public and private entities upon written request unless the solar customer is otherwise exempt.
- r) OUC will own, read, and maintain the solar system(s) meter(s).
- s) During normal business hours, Customer hereby grants to OUC, it's employees, agents, and contractors a non-exclusive license of free access to all areas where solar system meter(s) are installed for any purpose necessary or appropriate to allow OUC to exercise any rights secured to or performance of any obligations imposed by this Agreement.

IN WITNESS WHEREOF, Customer and OUC executed this Agreement which is effective on the date last signed below.

Date: 6.24.14

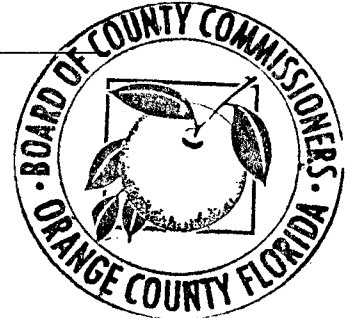
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: JUN 24 2014

ATTEST: Martha O. Haynie, County Comptroller as Clerk of the Board of County Commissioners

By: *Katal Smith*
Deputy Clerk



STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of June, 2014.
By A.J. Halchandan. He is personally known to me or has produced _____
as identification.

(Notarial Seal)

Katherine A. Heard
Notary Public, State of Florida

Print Name: Katherine A Heard



KATHERINE A. HEARD
MY COMMISSION # FF 041553
EXPIRES: November 14, 2017
Bonded Thru Budget Notary Services



The Reliable One[®]

ORLANDO UTILITIES COMMISSION:

Elizabeth M. Mason

By: Elizabeth M. Mason
Title: Assistant Secretary

Kenneth P. Ksionek

By: Kenneth P. Ksionek
Title: General Manager and CEO

Date: 5-14-14

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of May, 2014, by KENNETH P. KSIONEK, as General Manager & CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced Personally Known as identification.

(Notarial Seal)



Notary Public, State of Florida
Print Name: _____

[Signature]

Form of Execution of the foregoing Agreement is hereby approved:

By: *[Signature]*
Attorney for OUC

5/14/14
Date



Exhibit A Interconnection Application and Compliance Form For Photovoltaic Systems Up to 2 MW

| A. APPLICANT INFORMATION | |
|---|--|
| *Company Name: | ORANGE COUNTY SHERIFF'S OFFICE *DUC Account No.: 9623610001 |
| *Mailing Address: | 2500 W. COLONIAL DR. |
| *City, State & Zip: | ORLANDO, FL 32804 |
| Street Address (if different from above): | |
| City, State & Zip: | |
| *Daytime Phone: | 407 254-9492 Fax: Email: |
| *Contact Name: | GLYN FINNELL |
| B. PHOTOVOLTAIC INFORMATION | |
| *System Name/Model: | ORANGE COUNTY SHERIFF'S OFFICE |
| *Array DC Power at STC (Watts) | 88,800 *FSEC Design Review Approval No.: WO-13-0101B-CRT |
| List Manufacturer/Model No. for: | |
| *Modules: | SHARP ND240-QCJ *Inverter: SOLECTRA PV-13.5 Batteries (if applicable): |
| *System Location: | ROOF OVER TACTICAL VEHICLE PARKING *Inverter Location: PLAN ROOM LOCATED BEHIND METER LOCATION |
| *AC Disconnect Location: | DIRECTLY BELOW ARRAY ON WALL FACING WEST COLONIAL |
| C. INSTALLATION CONTRACTOR INFORMATION | |
| *Installation Contractor Name: | SUNWORKS SOLAR SYSTEMS, INC. *PL License No.: CVC56861 |
| *Address: | 5191 SHAWLAND RD |
| *City, State & Zip: | JACKSONVILLE, FLORIDA 32254 |
| *Daytime Phone: | 904-731-3099 Fax: 904-731-1847 *Email: JASON.SMITH@SUNWORKSSOLAR.COM |
| Proposed Installation Date: | 8/20/2018 |
| D. HARDWARE AND INSTALLATION COMPLIANCE | |
| <p>1. The system hardware is in compliance with Underwriters Laboratories (UL) Standard 1741-2005, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems and UL 1703, Standard for Safety: First-Plate Photovoltaic Modules and Panels.</p> <p>2. The system has been installed in compliance with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems the currently adopted National Electrical Code (NEC), and local building codes. As installed, the system meets the technical requirements of the OUC Interconnection Requirements.</p> <p>3. All manufacturers' warranties are in effect, and the system installation has been permitted and passed inspection.</p> | |
| *Signed (Contractor): | <i>[Signature]</i> *Date: 10/01/2018 |
| *Name (Print): | DAVID H. SMITH *Company: SUNWORKS SOLAR SYSTEMS, INC. *Permit No. BLDG2013-02878 |
| E. OWNER ACKNOWLEDGEMENT | |
| I have been given system warranty information, and an operation manual. I have read and agree to comply with OUC's Interconnection Requirements attached hereto as Appendix A. Also, I have been instructed in the operation of the system. | |
| *Signed (Owner): | <i>[Signature]</i> *Date: 01/06/2014 |
| F. UTILITY APPROVAL | |
| 1. Satisfies OUC Interconnection Requirements | |
| OUC Representative Name (Print): | Pauline Furfaro |
| OUC Representative Signature: | <i>[Signature]</i> Date: 1/13/14 |
| 2. Satisfies Code Requirements | |
| Inspector Name (Print): | IRVING LANE II |
| Inspector Signature: | <i>[Signature]</i> Date: 1/13/14 |

* All areas designated with an * are required. The application will automatically be returned if incomplete.