

AGENDA

SPECIAL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

February 2, 2010

5:50 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEM FOR CONSENT

2. CONTRACT/AGREEMENT

- a. Contract for Interconnection Agreement for Customer-Owned Renewable Generation Systems for East Gadsden High School

Fund Source: Not Applicable

Amount: Not Applicable

ACTION REQUESTED: The Superintendent recommends approval.

3. ITEMS BY THE SUPERINTENDENT

4. SCHOOL BOARD REQUESTS AND CONCERNS

5. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: February 2, 2010

TITLE OF AGENDA ITEMS: Contract for Interconnection Agreement for Customer-Owned Renewable Generation Systems for East Gadsden High School

DIVISION: Maintenance and Finance Departments

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached Interconnection Agreement for Customer-Owned Renewable Generation Systems for East Gadsden High School.

FUND SOURCE: Not Applicable

AMOUNT: Not Applicable

PREPARED BY: Wayne Shepard and Bonnie Wood

POSITION: Director of Facilities and Assistant Superintendent for Business Services

Acct # 2439359635
East Gadsden

INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this 13th day of November 2009, by and between Talquin Electric Cooperative, Inc. ("Cooperative") and Gadsden Co Sch Brd ("the Customer") located at 35 ML King, Jr. Blvd., Quincy, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's current electricity requirements.

Whereas, the Customer has requested to interconnect its Renewable Generation System of 2 kW to the Cooperative's electrical service grid at the Customer's presently metered location; and

Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, has a term through December 31, 2045, and which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a customer's premises; and

Whereas, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated May 20, 2009, which provides the standard interconnection requirements for a customer's RGS installation.

Whereas, the Customer acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Customer desires interconnection and with which Customer desires parallel operation, and

Whereas, the Customer acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Customer from the requirements of this Agreement.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The customer agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements.

Such certification shall be delivered to Cooperative prior to the operation of the RGS.

- 2) The Customer shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE 1547 Standards, UL 1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the RGS and associated equipment are operated correctly and safely.
- 4) The Customer agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Customer shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RGS equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the Cooperative access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.
- 5) The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Customer shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Cooperative's systems.
- 7) The Customer shall provide and maintain Personal Injury and Property Damage Liability

Insurance in the following amount, as applicable:

- a) Not less than \$100,000, for an RGS with a capability of ten (10) kW or less
- b) Not less than \$1,000,000, for an RGS with a capability greater than ten (10) kW and less than or equal to one hundred (100) kW
- c) Not less than \$2,000,000, for an RGS with a capability greater than one hundred (100) kW and less than or equal to one thousand (1,000) kW.

Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.

- 8) The Customer shall, at the Customer's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practicable, the Cooperative will attempt to notify the Customer of its intent to disconnect the RGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.
- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Customer.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Customer and the net energy delivered by the Customer to the Cooperative on a monthly basis. The Customer agrees to provide safe and

reasonable access to the premises for installation of this equipment and its future maintenance or removal.

- 12) Once the Cooperative has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, send written notice that parallel operation of the RGS may commence.
- 13) The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 14) The Cooperative may charge a reasonable nonrefundable processing fee for interconnection of an RGS. Such fee, if any, is referenced on Sheet No. 4.3.1 in the Miscellaneous section of the Cooperative's Rate Tariff.
- 15) The Cooperative has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to:
 - a) Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - b) Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
 - c) Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
 - d) Failure by the Customer to adhere to the terms of this Interconnection Agreement; and,
 - e) Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.
- 16) On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 17) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.

- 18) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 19) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by the United States certified mail, Return Receipt Requested, addressed as follows:

If to Customer:

Gadsden County School Board
Director of Facilities
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

If to Cooperative:

Talquin Electric Cooperative, Inc.
1640 West Jefferson Street
Quincy, FL 32351-2134

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

- 20) Other Special Provisions:
1. Any Customer connecting a RGS may be required to pay the cost of any system upgrades necessary for the interconnection to the Cooperative's electrical service grid, including the cost of the metering system.
 2. The Cooperative shall charge for electricity delivered to the Customer in excess of the generation supplied by the Customer's RGS at the Cooperative's applicable rate schedule. Regardless of whether excess energy is delivered to the Cooperative's electrical service grid, the Customer shall pay all charges associated with the applicable rate schedule, including any contractual minimum.

- 21) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Gadsden County School Board

Customer: Print Name or Organization

By: Wayne Shepard
Signature: Authorized Representative

Wayne Shepard, Director of Facilities
(Print Name and Title)

Talquin Electric Cooperative, Inc.

By: Susan M. Vickers
Signature

Susan M. Vickers
(Print Name and Title)
Director of Member Services

TALQUIN ELECTRIC COOPERATIVE, INC.

NET METERING LOAD FORM

GENERAL INFORMATION:

Name: Gadsden County School Board
Address: East Gadsden High School
27001 Blue Star Highway
Havana, FL 32333
Phone: (850) 627-9888
Pole No: X3-112-A-5-VF

Account Number: 2439359635
Account Type: GSDLP
Date: _____
Signature: _____

ELECTRICAL SERVICE:

Electrical service entrance size: _____ amps
 Overhead
 Underground

Number and size of service conductors: _____

Service Voltage Desired: (check)

- 120/240 volts single-phase
- 120/240 volts three-phase
- 120/208 volts three-phase
- 277/480 volts three-phase
- Other

Renewable Generation System Size: 2 KW
 Solar
 Wind
 Hydro
 Other

One-Line Diagram

see attachment

TALQUIN'S INTERNAL USE

SIZE TRANSFORMER(S) INSTALLED: _____
SIZE SERVICE INSTALLED (OVERHEAD): _____
SIZE CT'S: _____
SIZE PT'S: _____
METER TYPE: _____

Wire Runs, Amperage, Voltage Drop and Conduit Chart																
Array 1		Amps Max w/ NEC Multiplier	Fuse or Breaker Amps	Voltage			One-Way Dist (ft.)	Design Vdrop (%)	Copper Conductors				Ground		Worst Case Vdrop	Minimum Conduit
Wire Run	Amps Max			Min	Max	DC/AC			Qty	# in Parallel	AWG	Insul	Qty	AWG		
Array to Junction Box	7.68	11.98	15.0	262.3	457.8	DC	30	2%	2	1	10	USE-2	1	10	0.22%	Free-Air
Junction Box to DC Disconnect	7.68	11.98	15.0	262.3	457.8	DC	50	2%	2	1	10	THWN-2	1	10	0.36%	1/2" EMT
3000W Inverter to AC Disconnect	15	18.75	20.0	183	229	AC	30	1%	2	1	10	THWN-2	1	10	0.61%	1/2" EMT
AC Disconnect to Service	15	18.75	20.0	183	229	AC	30	1%	2	1	10	THWN-2	1	10	0.61%	1/2" EMT
Average Ambient Temperature (F°)	10															
Minimum Historical Temperature (F°)	0															
Conduit Minimum Distance to Roof (in.)	0.00															
Temperature Adder (F°) 310.15(B)(2)c	60															
														Total DC Voltage Drop	0.58%	
														Total AC Voltage Drop	1.22%	
														Total System Voltage Drop	1.80%	

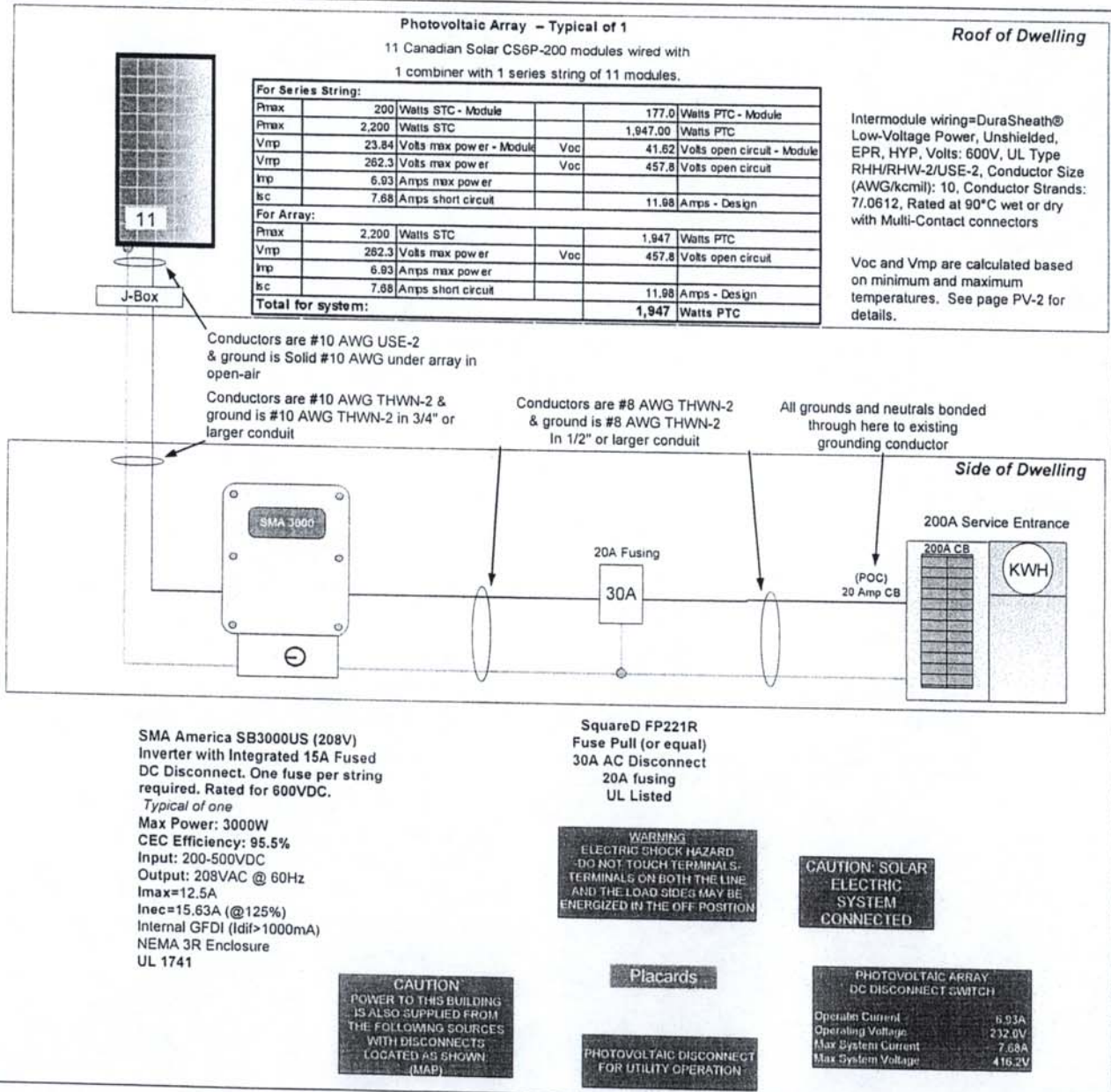
Issued for	Date

2.2 MW DC Photovoltaic System
Address: East Gadsden High School
37001 Blue Star Memorial Hwy
Tallahassee, FL 32313

Sheet	PV-2
Revision	1.0
Scale	NA
Sheet Size	

Notes

- Key Manufacturers are:
 - Modules**, Canadian Solar
650 Riverbend Drive, Suite B,
Kitchener, Ontario
Canada, N2K 3S2
 - Inverter**, SMA America
4031 Alvis Court
Rocklin, CA 95677
 - Racking**, Professional Solar
4630 Calle Quetzal
Camarillo, CA 93012
- All components are UL listed and CEC certified, where warranted.
- The solar PV system will be installed in accordance with Article 690 of the 2005 NEC and the 2007 CEC.
- (1) 30A Utility Visible AC Disconnect and (1) existing 200A Service Entrance will be used.
- DC Markings: Markings shall be placed every 5 feet on all interior and exterior DC conduits, raceways, enclosures, and cable assemblies, at turns, above/or below penetrations, all DC combiners, and junction boxes.
- Height of Integrated AC/DC Disconnect shall not exceed 6'-7" per NEC 240.24.
- A grounding electrode system in accordance with NEC 690-47 and 250-50 through 60 and 250-166 shall be provided. Per NEC, grounding electrode system of existing building may be used and bonded to at the service entrance. If existing system is inaccessible or inadequate, a supplemental grounding electrode will be used at the inverter location consisting of a UL listed 8 ft ground rod with acorn clamp. Grounding electrode conductors shall be no less than #8AWG and no greater than #6AWG copper and bonded to the existing grounding electrode to provide for a complete system.



Issued for	Date

2.2kW DC Photovoltaic System
Address: East Gadsden High School
27001 Blue Star Memorial Hwy
Hayward FL 32733

Sheet	PV-1
Scale	NA
Revision	1.0
Drawn	



GADSDEN COUNTY
Board of County Commissioners

COMMISSIONERS:
EUGENE LAMB, JR.
District 1
DOUGLAS M. CROLEY
District 2
GENE MORGAN
District 3
BRENDA A. HOLT
District 4
SHERRIE D. TAYLOR
District 5

EDWARD J. BUTLER
GADSDEN COUNTY GOVERNMENTAL COMPLEX
DEPARTMENT OF GROWTH MANAGEMENT
PLANNING • CODE ENFORCEMENT • BUILDING PLANS REVIEW & INSPECTIONS
FACILITIES MAINTENANCE

JOHNNY WILLIAMS
County Administrator

DEBORAH S. MINNIS
County Attorney

HOWARD DOUGLAS
Growth Management
Director

R. CLYDE COLLINS
Building Official

2006 USDA Rural Development Community of the Year

November 24, 2009

Mr. Ron Kelly
Area Office Manager
Talquin Electric Cooperative
1640 West Jefferson Street
Quincy, Florida 32351

Dear Mr. Kelly:

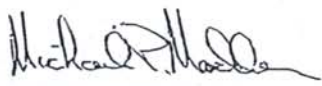
This letter is in response to your concerns regarding the Gadsden County Building Inspection Department performing building inspections for the Gadsden County School Board. Gadsden County does not have an inter-local agreement with the School Board to perform inspections on school property.

If you have questions regarding the contents of this letter or wish to discuss others matters with me, please feel free to do so.

Respectfully,

Clyde Collins
Building Official

✓Cc: Wayne Shepard
Gadsden County School Board

CERTIFICATE OF COVERAGE		
Certificate Holder TALQUIN ELECTRIC COOPERATIVE, INC. 1640 WEST JEFFERSON STREET QUINCY, FL 32351-2134	Administrator Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065	Issue Date 11/16/09
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGES PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0857	COVERAGES PERIOD: FROM 10/01/09	COVERAGES PERIOD: TO 10/01/10 12:01 AM Standard Time
TYPE OF COVERAGE - LIABILITY General Liability: <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practices <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$25,000 Automobile Liability <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A	TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$50,000 <input checked="" type="checkbox"/> Coinsurance 100% <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator	
TYPE OF COVERAGE - WORKERS' COMPENSATION <input type="checkbox"/> Statutory Workers' Compensation <input type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/>		
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto Per Schedule - Miscellaneous Equipment		
Other The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (6) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
Description of Operations/Locations/Vehicles/Special RE: INSURANCE VERIFICATION - CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
DESIGNATED MEMBER GADSDEN COUNTY SCHOOL BOARD 35 MARTIN LUTHER KING JR BOULEVARD QUINCY FL 32351	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	