

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Request for approval of) DOCKET NO. 940166-EI
modification to general rules) ORDER NO. PSC-94-0364-FOF-EI
and regulations tariffs by) ISSUED: March 30, 1994
Florida Power & Light Company.)
_____)

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
SUSAN F. CLARK
JULIA L. JOHNSON
DIANE K. KIESLING
LUIS J. LAUREDO

ORDER APPROVING TARIFF MODIFICATION

BY THE COMMISSION:

On February 11, 1994, Florida Power & Light Company (FPL or utility) requested approval of a change to Section 6.030, Paragraph 4.6 of its General Rules and Regulations Tariff. According to FPL the proposed change discloses and standardizes the process by which a customer can engage in momentary parallel operation with the utility.

FPL states that some customers' operations or circuits require a continuous power supply without monetary interruptions. This service requires that FPL supply power to a customer at the same time the customer's generator is operating. In order to qualify for this type of service the customer must either be on standby service, interruptible service or have emergency generation.

According to FPL, the proposed addition to the tariff will define the arrangements and agreements that are necessary for a customer to be in parallel operation with the utility for less than one hundred milliseconds (100 ms), and provides a standard form of the interconnection agreement.

Having considered FPL's request, we find it in the public interest to approve the modification of Section 6.030, Paragraph 4.6, as found in Attachment "A" to this Order.

In consideration of the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's request to modify Section 6.030, Paragraph 4.6 of its General Rules and Regulations Tariff and the addition of

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02970 MAR 30 1994

FPSC-RECORDS/REPORTING

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the Momentary Parallel Operation Interconnection Agreement as found in Attachment "A" to this Order is approved. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for formal proceeding is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review.

By ORDER of the Florida Public Service Commission, this 30th day of March, 1994.



STEVE TRIBBLE, Acting Director
Division of Records and Reporting

(S E A L)
MRC:bmi

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the action proposed files a petition for a formal proceeding, as provided by Rule 25-22.036(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a)(d) and (e), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on April 20, 1994.

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In the absence of such a petition, this order shall become final on the day subsequent to the above date.

Any objection or protest filed in this docket before the issuance date of this Order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this Order becomes final on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the date this Order becomes final, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

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3.2 Street Crossings. The Customer will not build or extend his lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter even though such adjacent property is owned by the Customer, unless written consent is obtained from the Company. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

3.3 Unauthorized Use of Service. In case of any unauthorized re-metering, sale, extension or other disposition of service, the Customer's service is subject to discontinuance until such unauthorized re-metering, sale, extension or other disposition of service is discontinued, full payment is made of bills for service calculated on proper classifications and rate schedules, and reimbursement in full has been made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

3.4 Conversion to Master Metering Prohibited. When customers are currently separately served by the Company at individual accounts, they may not terminate these individual accounts and receive service from the Company collectively through a single meter account unless the resulting combined service account is one which could be served by one meter in a building constructed after January 1, 1981.

4 CUSTOMER'S INSTALLATION

4.1 Customer's Installation. The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery," and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

4.2 Type and Maintenance. The Customer's wires, apparatus and equipment shall be selected and used with a view to obtaining the highest practicable power factor, and shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for such apparatus or device.

4.3 Change of Customer's Installation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or generating plants of the Company shall be made without written consent of the Company. The Customer will be liable for any damage resulting from a violation of this rule.

4.4 Inspection of Customer's Installation. All electrical installations or changes should be inspected upon completion by competent authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the Company cannot render service until such inspection has been made and formal notice of approval has been received by the Company from the inspecting authority. The Company reserves the right to inspect the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

4.5 Electric Generators. Improper connection of a Customer's generator (or other source of electric service) with the Company's facilities may energize the Company's lines and endanger the lives of the men who may be working on them. Furthermore, such improper connection can seriously damage the Customer's wiring and generator. In order to guard against these dangers the Company will not connect its service to a Customer's wiring where generators are used unless the wiring conforms to the Company's specifications. These specifications are available on request.

4.6 Momentary Parallel Operation. Permissible and available in all territory served by the Company for electric service to any Customer, at a single point of delivery, when electric service requirements for the Customer's load (i) are supplied or supplemented from the Customer's generation during periods of outages and power ordinarily supplied by the Company, and (ii) necessitate that the Customer's generation operate momentarily in parallel with the Company's system to enable the Customer to transfer its load from the Company's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load. The charge for power supplied by the Company during periods of momentary parallel operation is included in the charge for electric service at the applicable retail rate schedule. No Customer to whom this Rule 4.6 applies shall operate its generation momentarily in parallel with the Company's system unless and until the Customer has entered into a Momentary Parallel Operation Interconnection Agreement with the Company.

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Original Sheet No. 9.780

MOMENTARY PARALLEL OPERATION INTERCONNECTION AGREEMENT

This Agreement is made this _____ day of _____, 19____ by and between _____ (hereinafter called "the Customer"), located at _____ in _____, Florida and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called "FPL").

WITNESSETH:

WHEREAS, the Customer has requested that electric service requirements for the customer's load be supplied or supplemented from the Customer's generation during periods of outage of power ordinarily supplied by FPL, which condition requires the Customer's generation to operate momentarily in parallel with FPL's system to enable the Customer to transfer its load from FPL's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load; and

WHEREAS, FPL is willing to permit or to continue to permit such momentary parallel operation under the terms and conditions specified herein;

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

1. Attached hereto as Appendix A are FPL's guidelines to the Customer delineating momentary interconnection requirements. The Customer must comply with these guidelines; however, such compliance does not constitute FPL approval of a proposed interconnection design.
2. The Customer must submit an application for permission to momentarily parallel with FPL's system (a sample application is attached hereto as Appendix B), and thereafter obtain specific and final approval from FPL of the proposed interconnection design.
3. The Customer shall be required to pay any costs demanded by FPL to be extraordinary (when compared to the guidelines in Appendix A) and related to review and approval or disapproval of the design and construction, as well as inspections and operation, of the interconnection facilities. These costs may also include installation and operation and maintenance related to any equipment required to effect a proper interconnection, both at the location of the Customer's generation and at locations on FPL's system.
4. The design requirements of the Customer interconnection configuration and equipment shall be implemented in a manner which minimizes any potential negative impacts on FPL's customer, personnel and equipment.
5. The interconnection between FPL's system and the Customer's generation shall be at distribution voltage levels (i.e., below 69 kV). Service must be three-phase, 60 hertz at the available standard distribution voltage level(s). All service supplied by FPL shall be furnished through one metering point.
6. The Customer shall operate and maintain its interconnection facilities in a safe and reliable manner and shall immediately notify FPL in the event of any hazardous or unsafe condition(s).
7. The parallel operation time between FPL's system and the Customer's generation shall not exceed 100 milliseconds.
8. The Customer's generation shall be promptly disconnected from FPL's system upon request of FPL and automatically through the operation of protective equipment.

(Continued on Sheet No. 9.781)

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Original Sheet No. 9.781

(Continued from Sheet No. 9.780)

9. The Customer shall provide FPL an annual test (certified by a registered engineer licensed in the State of Florida) report of the overstepping transfer time. Failure to pass the annual test may result in discontinuation of power and void this Agreement.
10. At least fifteen (15) days prior to the commencement of construction of the interconnection facilities, the Customer shall procure, or cause to be procured, a commercial general liability insurance policy, including, but not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the benefit of FPL, its parent, subsidiaries and any company of FPL Group Inc. and their respective officers, directors, employees, agents and contractors ("FPL Entities") for the term of this Agreement and for all liabilities which might arise under, or in the performance or nonperformance of, this Agreement.
11. The policy(ies) shall be in a minimum limit of \$1,000,000 per occurrence, combined single limit for bodily injury (including death) or property damage. FPL Entities shall be designated as either named insured or an additional named insured, and the policy(ies) shall be endorsed to be primary to any insurance which may be maintained by or on behalf of FPL Entities. The Customer shall provide evidence of the minimum coverage by providing ACCORD or other certificate of insurance acceptable to FPL before any work under this Agreement begins. In the event of the Customer's failure to provide evidence of minimum coverage of insurance, FPL's failure to request evidence of such shall not release the Customer from its obligation to maintain the minimum coverage specified in this Section 11.
12. The policy(ies) shall not be cancelled or materially altered without at least thirty (30) days' advance written notice to FPL.
13. In addition to the minimum coverage certified above, the provisions of the various policies are subject to FPL's approval and, upon request, the Customer shall make available certified copies of the various policies for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such policies shall not obligate FPL to advise the Customer of any deficiencies in such policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

IN WITNESS WHEREOF, the Customer and FPL have executed this Agreement this _____ day of _____ 19 _____

CUSTOMER

Witness for the Customer:

By _____

Title _____

FLORIDA POWER & LIGHT COMPANY

Witness for FPL:

By _____

Title _____