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Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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COMMISSION
CLERK

DATE: December 13, 2006

TO: Kay B. Flynn, Chief of Records, Division of the Commission Clerk & Administrative Services

FROM: Connie S. Kummer, Chief of Certification & Tariffs, Division of Economic Regulation *CS*

RE: DOCKET NO. 060410-EI - FPL TARIFF FILING IN COMPLIANCE WITH THE COMMISSION'S ORDER NO. PSC-06-0707-PAA-EI.

Please file the attached FPL filing in the above docket. Thanks.

CK:kb

- CMP _____
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DOCUMENT NUMBER-DATE
 11375 DEC 13 08
 FPSC-COMMISSION CLERK



December 12, 2006

Ms. Connie Kummer, Bureau Chief
Bureau of Certification, Economics & Tariffs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Administrative Approval of FPL Tariff Sheets

Dear Ms. Kummer:


Please consider this our request for administrative approval by the Florida Public Service Commission of the revisions to FPL's tariff in compliance with the Commission's Order No. PSC-06-0707-PAA-EI, in Docket No. 060410-EI. In this Order the Commission approved the stipulation regarding the interconnection of distributed resources to the electric power system based on IEEE Standard 1547. The Order, page 2, provided the following:

Under the stipulation, the IOUs will adopt IEEE Standard 1547 to comply with the requirements of EPACT. Any needed tariff changes will be filed for administrative approval.

Enclosed in this transmittal are tariff Sheet Nos. 9.800 and 9.801 to reflect the necessary revisions in compliance with the above stipulation as well as a correction to an incorrect rule reference in Sheet No. 9.800. I am enclosing these tariff sheets in legislative format and in final format (five copies).

Please call me at (305) 552-4519, or Rosemary Morley at (305) 552-2365, should you have any questions, or if I can be of any further assistance in this matter.

Sincerely,


for S.E. Romig
Director, Rates and Tariffs

SER/jf
Enclosures

(Continued from Sheet No. 9.800)

would otherwise incur if it were not engaged in interconnected operations with the QF, but instead simply provided the electric power requirements of the Facility with electricity either generated by FPL or purchased from another source.

The QF agrees to pay the costs for complete interconnection work () within 30 days after FPL notifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandated by Section 10, a surety bond, letter of credit or comparable assurance of payment adequate to cover the interconnection cost estimates set forth on Exhibit A, or () to pay monthly invoices from FPL for actual costs progressively incurred in installing the interconnection facilities, or () based upon a demonstration of credit worthiness acceptable to FPL in _____ (up to 36) monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after FPL notifies the QF that interconnection work has been completed.

In the event that the QF notifies FPL in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse FPL for the interconnection costs incurred up to the date such notification is received.

3. Cost Estimates.

Attached hereto as Exhibit A is a document entitled "QF Interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good faith estimate of the actual cost to be incurred.

4. Technical Requirements and Operations.

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. FPSC Rule 25-17.087 is attached hereto as Exhibit B and made a part of this Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC-06-0707-PAA-EI, Issued August 18, 2006 in Docket No. 060410-EI, the QF's interconnection with the FPL system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as applicable, that are in effect at the time of construction.

The QF agrees to require that the Facility operator immediately notify FPL's system dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by FPL, then FPL will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

5. Interconnection Facilities.

The interconnection facilities shall include the items listed in the document entitled "Interconnection Facilities", which is attached hereto as Exhibit C and hereby made an integral part of this Agreement.

Interconnection facilities on FPL's side of the ownership line with the QF shall be owned, operated, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's side of the ownership line as indicated as Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities. FPL metering equipment required to be located on the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9.802)

(Continued from Sheet No. 9.800)

would otherwise incur if it were not engaged in interconnected operations with the QF, but instead simply provided the electric power requirements of the Facility with electricity either generated by FPL or purchased from another source.

The QF agrees to pay the costs for complete interconnection work () within 30 days after FPL notifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandated by Section 10, a surety bond, letter of credit or comparable assurance of payment adequate to cover the interconnection cost estimates set forth on Exhibit A, or () to pay monthly invoices from FPL for actual costs progressively incurred in installing the interconnection facilities, or () based upon a demonstration of credit worthiness acceptable to FPL in _____ (up to 36) monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after FPL notifies the QF that interconnection work has been completed.

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(Continued on Sheet No. 9.802)

FPL ACCOUNT No _____

FPL PREMISE No. _____

**INTERCONNECTION AGREEMENT
 FOR QUALIFYING FACILITIES**

Florida Power & Light Company (hereinafter called "FPL") agrees to interconnect with

a Qualifying Facility or, as appropriate, a Qualifying Facility that is a Distributed Resource as referenced in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (hereinafter called the "the QF"), subject to the following provisions:

1. Facility.

The QF's generating facility (hereinafter called the "Facility"), is to be or is located at _____, within FPL's service area. The QF intends to have the Facility installed and operational on or about _____, 20____. The QF shall provide FPL a minimum of 30 days' prior written notice of the Facility's initial generating operation, and it shall cooperate with FPL to arrange initial deliveries of power to FPL's system.

The Facility has been or will be certified or self-certified as a "qualifying facility" pursuant to the rules and regulations of the Florida Public Service Commission ("FPSC") or the Federal Energy Regulatory Commission ("FERC"). The QF shall maintain the qualifying status of the Facility throughout the term of this Agreement.

2. Construction Activities.

The QF shall provide FPL with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the interconnection facilities shall be completed. FPL agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions from the QF agreeing to the proposed designation and authorizing FPL to proceed with detailed engineering.

Within sixty days of FPL's receipt of the QF's final electrical plans pursuant to FPSC Rule 25-17.087(404), and written instructions to commence construction, FPL shall provide to the QF a written cost estimate of all required materials and labor, and an estimate of the date by which construction of the interconnection will be completed.

Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instructions delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.

The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision, overhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system, including (as appropriate) necessary internal improvements to the FPL transmission system; to the extent that any such transmission improvements affect the Adjustment to Capacity Payment as described in Rate Schedule COG-2, then appropriate adjustments will be made to the capacity payment. Such interconnection costs shall not include any costs which FPL

(Continued on Sheet No. 9.801)

FPL ACCOUNT No _____

FPL PREMISE No. _____

**INTERCONNECTION AGREEMENT
 FOR QUALIFYING FACILITIES**

Florida Power & Light Company (hereinafter called "FPL") agrees to interconnect with

_____ a Qualifying Facility or, as appropriate, a Qualifying Facility that is a Distributed Resource as referenced in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (hereinafter called the "the QF"), subject to the following provisions:

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Within sixty days of FPL's receipt of the QF's final electrical plans pursuant to FPSC Rule 25-17.087(4), and written instructions to commence construction, FPL shall provide to the QF a written cost estimate of all required materials and labor, and an estimate of the date by which construction of the interconnection will be completed.

Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instructions delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.

The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision, overhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system, including (as appropriate) necessary internal improvements to the FPL transmission system; to the extent that any such transmission improvements affect the Adjustment to Capacity Payment as described in Rate Schedule COG-2, then appropriate adjustments will be made to the capacity payment. Such interconnection costs shall not include any costs which FPL

(Continued on Sheet No. 9.801)