



MESSER CAPARELLO & SELF, P.A.

Attorneys At Law

www.lawfla.com

August 13, 2008

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COMMISSION CLERK

BY HAND DELIVERY

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080294-EI

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Public Utilities Company are an original and fifteen copies of the following Florida Public Utilities Company tariff sheets:

- First Revised Sheet 64
First Revised Sheet 65
First Revised Sheet 66
First Revised Sheet 67
First Revised Sheet 68
First Revised Sheet 69
First Revised Sheet 70

Also enclosed is a copy of the tariff sheets in legislative format.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

- COM
ECR
GCL
OPC
RCP
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ADM
CLK

Thank you for your assistance with this filing.

Sincerely yours,

Norman H. Horton, Jr. (signature)

Norman H. Horton, Jr.

NHH/amb
Enclosures
cc: Mr. Walter Clemence
Mr. Mark Cutshaw

DOCUMENT NUMBER - DATE
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FPSC-COMMISSION CLERK

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 KW and
Less than or Equal to 2 MW)

This agreement made and entered into as of this ____ day of _____,
_____ by and between _____
hereinafter known as the "Customer" and Florida Public Utilities Company
hereinafter know as the "Company". This agreement is made in accordance with
Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net
Metering of Customer-Owned Renewable Generation and under the terms and
conditions as approved by the Florida Public Service Commission pursuant to
Rule 25-6.065(3), F.A.C.

1. The Customer's renewable generation system is within the Company
service territory and is located at:

and should be installed and operational by:

_____.

2. Customer will ensure the installation will meet or exceed all
requirements noted below, will provide the Company with reasonable
notification prior to the operation of the system and will assist the Company
in verifying that the installation complies with the agreement prior to
operating in parallel with the Company's electric system.

3. The Customer's renewable generation system is described as follows:

a. Equipment Manufacturers Name and Address:

b. Manufacturers Reference Number, Serial Number, Type, Style,
Model, Etc.

c. Name Plate Rating (KW and Voltage):

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

4. Standard Interconnection Agreement Requirements - To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:

- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
- (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating.
- (e) Have a Gross Power Rating of greater than 100 KW and less than or equal to 2 MW.

5. Customer Qualifications and Fees - The customer shall comply with the following to qualify as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C.:

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in Section (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the customer. Prior to initiation of the study, \$2,000 (cost not to exceed \$2,000) will be paid by the customer. Should actual study cost be less than \$2,000, the difference will be refunded to the customer. Additionally, the customer will be responsible for cost associated with any modifications to the Company's system that is identified in the interconnection study.

Any such charges shall not be assessed on the Customer without prior approval of the FPSC as per Rule 25-6.065(4)(h). This agreement will not be executed until the expansion or other work identified in the study has been completed and payment received.

- (d) Tier 3 customers who request interconnection of customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.

6. Inspection Requirements - Prior to operating the Customer system in parallel with Company's electric system, the Customer will:

- (a) Have the customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- (b) Make provisions that permit the Company to inspect customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing customer equipment and protective apparatus in service and the Company shall have the right to have personnel present on the in-service date. If the customer-owned renewable generation system is subsequently modified in order to increase its gross power rating, the Customer must notify the Company by submitting a new application specifying the modifications at least 30 days prior to making the modifications.
- (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold

harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer.

8. Customer Insurance Requirements - The Customer owning a Tier 3 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than two million dollars (\$2,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.

9. Manual Disconnect Switch - Customer's operating a Tier 3 generator shall install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10)(a) - (10)(d), isolating the customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating or protective equipment as determined by the Company;

- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other electric consumers caused by the customer-owned renewable generation as determined by the Company;
- d. Failure of the Customer to maintain the required insurance coverage.

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10) and confirmation regarding the requirement of a Tier 3 interconnection study.
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. This will be extended to 90 calendar days if the Company determines that an interconnection study is required.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.
- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their customer-owned renewable generation equipment. Any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

14. Change of Ownership - This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.

15. No Extension of Credit - In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.

16. Applicability of Tariff - The Company's tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.

17. Entire Agreement - This agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this agreement constitutes the entire agreement between the parties.

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 KW and
Less than or Equal to 2 MW)

This agreement made and entered into as of this ____ day of _____,
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harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer.

8. Customer Insurance Requirements - The Customer owning a Tier 3 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than two million dollars (\$2,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.

9. Manual Disconnect Switch - Customer's operating a Tier 3 generator shall install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10)(a) - (10)(d), isolating the customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating or protective equipment as determined by the Company;

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- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other electric consumers caused by the customer-owned renewable generation as determined by the Company;
- d. Failure of the Customer to maintain the required insurance coverage.

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10) and confirmation regarding the requirement of a Tier 3 interconnection study.
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. This will be extended to 90 calendar days if the Company determines that an interconnection study is required.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

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12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.
- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their customer-owned renewable generation equipment. Any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

14. Change of Ownership - This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.

15. No Extension of Credit - In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.

16. Applicability of Tariff - The Company's tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.

17. Entire Agreement - This agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this agreement constitutes the entire agreement between the parties.

Issued by: John T. English, President, Effective: June 1, 2008