

Susan D. Ritenour
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One Energy Place
Pensacola, Florida 32520-0781

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100024-ET

January 12, 2010

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COMMISSION
CLERK

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Cole:

Enclosed are an original and fifteen copies of Gulf Power Company's Petition for Approval of Standard Interconnections Agreement for Non-Export, Parallel Operators.

Upon approval, please return a copy of the approved tariff sheets to my attention.

Sincerely,

Susan D. Ritenour (lw)

mr

Enclosures

cc w/encl.: Beggs and Lane
Jeffrey A. Stone, Esquire
Florida Public Service Commission
Connie Kummer

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DOCUMENT NUMBER-DATE
00299 JAN 13 2010
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Gulf Power Company)
for approval of Standard Interconnection)
Agreement for Non-Export, Parallel)
Operators.)
_____)

Docket No. 100024 - EI
Filed: January 12, 2010

**PETITION OF GULF POWER COMPANY
FOR APPROVAL OF STANDARD INTERCONNECTION
AGREEMENT FOR NON-EXPORT, PARALLEL OPERATORS**

Gulf Power Company (“Gulf Power” or “the Company”), by and through its undersigned counsel, hereby petitions the Commission for approval of its Standard Interconnection Agreement for Non-Export, Parallel Operators (“Non-Export Agreement”) and, as grounds therefore, says:

1. Gulf Power is a public utility subject to the jurisdiction of the Commission pursuant to Chapter 366 of the Florida Statutes. Gulf Power’s General Offices are located at One Energy Place, Pensacola, Florida 32520.

2. Copies of all notices and pleadings with respect to this petition should be furnished to:

Susan D. Ritenour
Secretary and Treasurer
and Regulatory Manager
Gulf Power Company
One Energy Place
Pensacola, Florida
32520-0780
(850) 444-6231
(850) 444-6026(facsimile)

Jeffery A. Stone, Esq.
Russell A. Badders, Esq.
Steven R. Griffin, Esq.
Beggs & Lane
P.O. Box 12950
Pensacola, Florida
32591-2950
(850) 432-2451
(850) 469-3331(facsimile)

DOCUMENT NUMBER-DATE
00299 JAN 13 0
FPSC-COMMISSION CLERK

3. The agency affected by this petition is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

4. In the recent past, Gulf Power has experienced an increase in the number of customers desiring to install generating equipment which will be operated in parallel with, but will not deliver power to, the Company's system. Historically, Gulf Power has addressed the interconnection of such facilities with its system on a case-by-case basis. In light of the increasing number of customers requesting interconnection, Gulf Power has developed its proposed Non-Export Agreement in order to establish uniform standards to ensure the safe and reliable operation of Gulf Power's systems.

5. Gulf Power's proposed Non-Export Agreement will be required for customers that install and operate electric generators of 10 MVA or less that may operate in parallel with Gulf Power's distribution system (13.2 kV and less), that are used solely to offset all or a portion of their electricity requirements or as back-up generation in the event of an electrical service outage, and that are in compliance with:

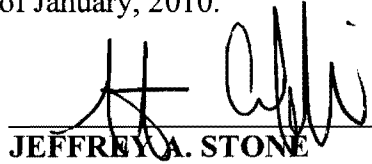
1. IEEE-1547 and standards referenced by IEEE-1547;
2. The National Electrical Code;
3. State and local building codes, mechanical codes, and electrical codes; and
4. The manufacturer's installation, operation, and maintenance instructions.

6. Attached hereto as Exhibit "A" are the tariff sheets in standard and legislative format reflecting Gulf Power Company's proposed Non-Export Agreement. The Company proposes that these tariff sheets be approved effective immediately upon the issuance of a final order of approval.

7. Gulf Power is not aware of any disputed issues of material fact relating to the matters proposed in this petition.

WHEREFORE, Gulf Power Company respectfully requests that the Commission consider and approve the Company's proposed Non-Export Agreement attached hereto as Exhibit "A", effective immediately upon issuance of a final order of approval.

Respectfully submitted this 12th day of January, 2010.



JEFFREY A. STONE

Florida Bar No. 325953

RUSSELL A. BADDERS

Florida Bar No. 007455

STEVEN R. GRIFFIN

Florida Bar No. 0627569

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Attorneys for Gulf Power Company

Legislative Format

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	Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility
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Tariff Sheet

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Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA Or Less	9.115



A SOUTHERN COMPANY

Section No. IX
Original Sheet No. 9.115

STANDARD INTERCONNECTION AGREEMENT FOR NON-EXPORT PARALLEL OPERATORS 10 MVA OR LESS

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This Agreement is made and entered into this ____ day of _____, 20____, by and between _____ (hereinafter called "Customer"), located at _____ in _____, Florida and Gulf Power Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

WITNESSETH:

WHEREAS, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

WHEREAS, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

NOW, THEREFORE, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.

ISSUED BY: Susan Story

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(Continued from Agreement, Sheet No. 9.115)

2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the Protection and Control Department of the Company.
3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.
5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service.

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(Continued from Agreement, Sheet No. 9.116)

6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
7. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
8. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer will maintain the minimum protection standards for Non-Export Parallel Operators 10 MVA or less as set forth in this Agreement.

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(Continued from Agreement, Sheet No. 9.117)

9. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
10. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
- Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
 - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

ISSUED BY: Susan Story

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(Continued from Agreement, Sheet No. 9.118)

11. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.
12. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
14. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.

ISSUED BY: Susan Story

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(Continued from Agreement, Sheet No. 9.119)

15. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
16. The Customer shall not have the right to assign its benefits or obligations under this agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement.
17. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
18. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.
19. The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference.
20. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

ISSUED BY: Susan Story

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(Continued from Agreement, Sheet No. 9.120)

21. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

22. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

23. Minimum Protection Standards for Non-Export Parallel Operators 10 MVA or Less

For a parallel, non-exporting installation, protection requirements include some or all of the following in accordance with the Protection and Control system study. The settings shall be determined as part of the design review.

Element	Element Description
50	Phase Inst. Overcurrent
50N	Neutral Inst Overcurrent
51	Phase Time Overcurrent
51N	Neutral Time Overcurrent
32-1	Reverse Power
62-1	Timer for 32
32-2	Reverse Power
62-2	Timer for 32
47	Negative Sequence Overvoltage
162	Timer for 47

ISSUED BY: Susan Story



Section No. IX
Original Sheet No. 9.122

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(Continued from Agreement, Sheet No. 9.121)

IN WITNESS WHEREOF, Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

CUSTOMER

By: _____
Its: _____

WITNESSES:

COMPANY

By: _____
Its: _____

ATTEST:

Secretary

ISSUED BY: Susan Story