



**Florida Power**  
A Progress Energy Company

**ORIGINAL**

**JAMES A. MCGEE**  
ASSOCIATE GENERAL COUNSEL

February 11, 2002

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

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020000-PU

Re: Standard Interconnection Agreement for  
Small Photovoltaic Systems

Dear Ms. Bayó:

Enclosed for filing pursuant to Commission Rule 25-6.065, F.A.C., are an original and fifteen copies of Florida Power Corporation's Standard Interconnection Agreement. We anticipate a supplemental filing for the submittal of related tariff documents in the near future.

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette containing the above-referenced document in WordPerfect format. Thank you for your assistance in this matter.

Very truly yours,

James A. McGee

JAM/scc  
Enclosure

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## FLORIDA POWER CORPORATION

### STANDARD INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC SYSTEMS

1. The undersigned, hereinafter called "Customer," applies to Florida Power Corporation, hereinafter called "Company," for the supply of all purchased electricity needed for the operation of Customer's premises located at or near \_\_\_\_\_, in accordance with the terms hereof, Company's Rate Schedule PV and its tariff Rules and Regulations, a copy of each being attached hereto and hereby made a part hereof.
2. Electricity supplied hereunder shall be in the form of single phase, three wires, alternating current of approximately 60 hertz frequency and at approximately 120/240 volts. The maintenance by Company of electricity available to Customer in the above form, and in the quantity applied for, at the point of delivery defined below, shall constitute delivery by Company of the electricity applied for whether or not Customer makes any use thereof.
3. The point of delivery for service supplied and point of interconnection used by Customer in supplying power to Company hereunder will be \_\_\_\_\_.
4. Upon the acceptance hereof by Company, evidenced by the signature of its authorized representative appearing below, this Application shall be an Agreement for the supply and sale of the electricity applied for.
5. This Agreement and the applicable Schedule, Riders, and Service Regulations hereto attached are subject to changes or substitutions, either in whole or in part, made from time to time by a legally effective filing of the Company with, or by order of, the regulatory authority having jurisdiction, and each party to this Agreement reserves the right to seek changes or substitutions, in accordance with law, from such regulatory authority. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
6. Customer shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on Company's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.
7. Company is not liable for any loss, cost, damage, claim, or expense incurred by Customer proximately caused by any failure to supply electricity according to the terms of this Agreement or by any interruption or reversal of the supply of electricity by Company, unless such failure, interruption, or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of Company or any other cause except willful neglect on Company's part.
8. **Special conditions**
  - (i.) Customer's solar generating system must be manufactured, installed and operated in accordance with governmental and industry standards.
  - (j.) Company shall not be obligated to accept or pay for, and may require Customer to interrupt or reduce deliveries of available energy in the following situations:
    - (11) When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of Company's equipment or part of Company's system; or
    - (12) If Company determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
  - (d.) Notwithstanding any other provision of this Agreement, if Company determines that: (1) Customer's facility, or its operation may endanger Company personnel, or (2) the continued operation of Customer's facility may endanger the integrity of Company's electric system, Company shall have the right to disconnect Customer's facility from Company's system without notice. As soon as the condition(s) referenced in (1) and (2) of this subparagraph (d.) have been corrected, Company shall reconnect Customer's facility to Company's electric system.
  - (e.) Should Company interrupt or reduce deliveries of energy from Customer, or disconnect Customer's facility, Company shall keep such interruptions or disconnections to the shortest amount of time reasonably necessary to correct the problem.
  - (f.) Customer shall not commence interconnected operation of the Customer's photovoltaic generation system until Company has given written approval of the interconnection facilities. Such approval shall not be unreasonably withheld. Company shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify Company five (5) working days prior to the initial testing.

- (g.) Customer shall maintain the facility and interconnection facilities in a safe and prudent manner, conforming with all applicable laws and regulations. Customer shall reimburse Company for any and all losses, damages, claims, penalties or liability Company incurs as a result of Customer's failure to obtain or maintain any governmental authorizations or permits required for construction and operation of Customer's facility.
- (h.) Company may enter Customer's premises: (1) to inspect, at reasonable hours, Customer's protective devices and read or test meters; and (2) to disconnect, without notice, the interconnection facilities, if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Company's facilities, or property of others from damage or interference caused by Customer's facilities, or lack of properly operating protective devices.
- (i.) Customer shall defend, save harmless and indemnify Company and its directors, officers, employees, and agents against and from any and all losses, liabilities, damages, claims, costs, charges, demands, or expenses, including attorneys' fees, for injury or death to persons, including employees of Company, and damage to property, including property of Company, arising out of or in connection with (1) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of Customer's photovoltaic system, and/or (2) the making of replacements, additions, betterments to, or reconstruction of Company facilities. However, Customer shall not be obligated to indemnify Company for any loss, liability, damage, claim, cost, charge, demand, or expense resulting, from Company's own sole negligence or willful misconduct.
- (j.) The provisions of subparagraph (h.) and (i.) shall not be construed to relieve any insurer of its obligations to pay any claims in accordance with the provision of any valid insurance policy.
- (k.) If Customer at any time fails to comply with the insurance provisions of this Agreement, Customer shall, at its own cost, defend, save harmless and indemnify Company, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of Company, to the extent that Company would have been protected had Customer complied with all such insurance provisions. The inclusion of this subparagraph (k.) is not intended to create any express or implied right in Customer to elect not to provide any such required insurance.
- (l.) To the extent that Customer has currently in force comprehensive personal and/or general liability insurance in a minimum amount of \$100,000 per occurrence, Customer agrees that it will retain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. If Customer has no such insurance in effect, prior to operating its facility, Customer shall obtain and retain such comprehensive personal and/or general liability insurance in a minimum amount of \$100,000 per occurrence that protects it from claims for personal injury, bodily injury and property damage. Prior to interconnection of the photovoltaic system with Company's system, Customer shall furnish a properly executed certificate of insurance to Company clearly evidencing the required coverage and any exclusions applicable to such coverage. The certificate shall provide that the insurance coverage shall not be canceled or modified unless and until Company receives at least thirty (30) days prior written notice. Customer shall further replace such certificates for policies expiring during the period its photovoltaic system is interconnected with Company's system. Company has the right to refuse to establish or continue the interconnection of Customer's generation facility to Company's system if such insurance is not in effect.
- (m.) Customer shall meet the standards and rules set forth in subparagraph (g.) and have the appropriate liability insurance required in subparagraph (l.). Insurance on the premises where the Customer's generation system is located shall, by endorsement to the policy or policies, provide for thirty (30) days of written notice to Company prior to cancellation, termination, alteration, or material change of such insurance.
- (n.) This Agreement may be terminated by Company upon thirty (30) days prior notice if the retail supply of generation is deregulated.

**Witness as to Customer:**

\_\_\_\_\_  
\_\_\_\_\_ Customer

\_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**ACCEPTED: Florida Power Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_