

Susan D. Ritenour
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May 6, 2008

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08 MAY -7 PM 4:28
COMMISSION
CLERK

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

Dear Ms. Cole:

Enclosed for official filing are an original and fifteen copies of Petition of Gulf Power Company for Approval of Standard Interconnection Agreements for Tier 1 through Tier 3 Customer-Owned Renewable Generation Systems and Approval of Revisions to Tariff Sheets iv, 4.2, 4.16, and 9.1.

Also enclosed is a CD containing the Petition in Microsoft Word format as prepared on a Windows NT based computer.

Sincerely,

Susan D. Ritenour

CMP _____

COM _____

CTR _____

ECR 1 *CD Forwarded*
bh

GCL 1

OPC 1 Enclosures

RCA _____ cc w/encl.: Beggs & Lane

SCR _____ Jeffrey A. Stone, Esq.

SGA _____

SEC _____

OTH 1

DOCUMENT NUMBER-DATE

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Petition of Gulf Power Company
for Approval of Standard Interconnection
Agreements for Tier 1 through Tier 3 Customer-
Owned Renewable Generation Systems and
Approval of Revisions to Tariff Sheets iv, 4.2, 4.16, and 9.1**

**Docket No.:
Filed: May 7, 2008**

**GULF POWER COMPANY'S PETITION FOR APPROVAL
OF STANDARD INTERCONNECTION AGREEMENTS FOR
TIER 1 THROUGH TIER 3 CUSTOMER-OWNED RENEWABLE GENERATION
SYSTEMS AND REVISIONS TO TARIFF SHEETS iv, 4.2, 4.16 AND 9.1**

Gulf Power Company ("Gulf Power," or "the Company"), pursuant to Rule 25-6.065(3), Florida Administrative Code, petitions the Florida Public Service Commission ("the Commission") for approval of Gulf Power's Standard Interconnection Agreements for Tier 1 through Tier 3 Customer-Owned Renewable Generation Systems (the "Standard Interconnection Agreements") and approval of revisions to tariff sheets iv, 4.2, 4.16 and 9.1. As grounds therefore, the Company says:

1. The name, address, telephone number and facsimile number of the Petitioner are:

Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0780
(850) 444-6231
(850) 444-6026 (fax)

2. Gulf Power is a public utility subject to the jurisdiction of the Commission under Chapter 366, Florida Statutes.

3. All notices, pleadings and correspondence required to be served on the Petitioner should be directed to:

Jeffrey A. Stone
Russell A. Badders
Steven R. Griffin
Beggs & Lane
P.O. Box 12950
Pensacola, Florida 32591
(850) 432-2451

Susan D. Ritenour
Secretary and Treasurer
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0780
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4. On March 19, 2008, the Commission adopted amendments to Rule 25-6.065 relating to interconnection and net metering of customer-owned renewable generation. The amended rule requires, *inter alia*, that each investor-owned utility file with the Commission, within 30 days of the effective date of the rule, standard interconnection agreements for expedited interconnection of customer-owned renewable generation, up to 2 MW. Rule 25-6.065, as amended, became effective on April 7, 2008.

5. Gulf Power's proposed Standard Interconnection Agreements are attached hereto as Composite Exhibit "A." Also included in Composite Exhibit "A" are revised tariff sheets iv, 4.2, 4.16 and 9.1. Sheet 4.16 has been revised to address the net metering requirements of Rule 25-6.065(8). Sheet 4.2, entitled "Index Rules and Regulations for Electric Service," has been revised to reflect inclusion of the new net metering requirements section on sheet 4.16. Sheets iv and 9.1, entitled "Table of Contents" and "Index to Schedules," respectively, have been revised to reflect inclusion of the Standard Interconnection Agreements in, and removal of the existing Standard Interconnection Agreement for Small Photovoltaic Systems from, the Company's Tariff.

6. The Standard Interconnection Agreements and accompanying revisions to tariff sheet 4.16 submitted herewith are consistent with the requirements of Rule 25-6.065.

7. Attached hereto as Exhibit "B" is a copy of the Standard Interconnection Application which will be available in downloadable format on Gulf Power's website. Customers desiring to interconnect pursuant to Rule 25-6.065 will be required to complete and submit the Interconnection Application, along with any applicable Application Fee or Study Charge, to the Company prior to executing a Standard Interconnection Agreement. The Interconnection Application is attached for informational purposes only. Gulf Power is not seeking Commission approval of this document.

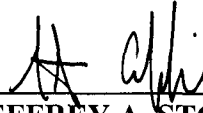
8. Pursuant to Rule 25-6.065(4)(f), Gulf Power requests approval of a standard application fee of \$477 for Tier 2 and Tier 3 customers. Itemized cost support for the fee is attached hereto as Exhibit "C." Pursuant to Rule 25-6.065(4)(g), Gulf Power further requests approval of a maximum per customer charge of \$2,680 to cover Gulf Power's costs associated with conducting interconnection studies for Tier 3 generators. The \$2,680 figure represents the upper limit of costs Gulf Power expects to incur in conducting a Tier 3 interconnection study. In the event that costs for any particular customer are less than \$2,680, Gulf Power will remit the balance to the customer at the time of interconnection. Itemized cost support for the proposed Interconnection Study Charge is attached hereto as Exhibit "D."

9. Gulf Power requests that the Standard Interconnection Agreements and tariff sheets iv, 4.2, 4.16, and 9.1 as revised, become effective on the first billing cycle of the month following the month the documents are approved by the Commission. Gulf Power's existing Standard Interconnection Agreement for Small Photovoltaic Systems will expire upon approval of the attached Standard Interconnection Agreements and the existing tariff sheets 9.41 through 9.46 will be marked as "Reserved for Future Use."

10. Gulf Power is not aware of any disputed issues of material fact relative to the subject matter of this petition.

WHEREFORE, Gulf Power respectfully requests that the Commission grant this Petition for Approval of its Standard Interconnection Agreements, revisions to tariff sheets iv, 4.2, 4.16, and 9.1, Application Fee and Interconnection Study Charge as reflected in the tariff sheets contained in Composite Exhibit "A."

DATED this 6th day of May, 2008.



JEFFREY A. STONE

Florida Bar No.: 325953

RUSSELL A. BADDERS

Florida Bar No.: 007455

STEVEN R. GRIFFIN

Florida Bar No.: 0627569

Beggs & Lane

P.O. Box 12950

Pensacola, Florida 32591

(850) 432-2451

Attorneys for Gulf Power Company

Composite Exhibit A

Tariff Sheet

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(continued)

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<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms (continued)
	Form 26 Master Contract for Electric Service
	Form 27 Premises Exhibit to Master Contract for Electric Service
	Form 28 Certificate of Compliance – Small Power Generation Systems
Section VIII	Special Contracts and Agreements
Section IX	Cogeneration Rate Schedules
	Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)
	Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities
	Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility
	Form 12 – Application for Interconnection of Customer-Owned Generation
	Standard Interconnection Agreement
	Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10kW or less)
	Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)
	Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)
	Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities
	Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility

ISSUED BY: Susan Story

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(Continued from Index, Sheet No. 4.1)

- Part IV Billing and Metering Regulations
 - 4.1 Each Metering Point Billed as Separate Customer
 - 4.2 Two or More Premises Not to be Served Through One Meter
 - 4.3 Deleted
 - 4.4 No Charge for Required Metering Equipment
 - 4.4.1 Net Metering of Customer-Owned Renewable Generation
 - 4.5 Estimation of Bills Required by Meter Damage or Failure
 - 4.6 Meter Reading and Billing Intervals
 - 4.7 Power Factor Requirement
 - 4.8 Prorated Bills
 - 4.9 Requirements of Customer for Discontinuing Service
 - 4.10 Installation of Check Meters
 - 4.11 Refusal or Discontinuance of Service
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 - 4.14 Testing of Meters and Resulting Adjustments
 - 4.14.1 Fast Meter
 - 4.14.2 Slow, Non-Registering, or Partially Registering Meter
 - 4.14.3 Creeping Meter
 - 4.14.4 Improper Metering Due to Electrical Contractor Error
 - 4.15 Returned Item Charge

- Part V Contract and Enforcement Regulations
 - 5.1 Cutoff Regulations
 - 5.2 Extension of Time for Payment of Bill
 - 5.3 Restoration Charge
 - 5.4 Premise Visit Charge
 - 5.5 Faulty Wiring on Customer's Premises
 - 5.6 Medically Essential Service

- Part VI Underground Distribution Facilities
 - 6.1 Definitions
 - 6.2 General
 - 6.2.1 Application
 - 6.2.2 Early Notification and Coordination
 - 6.2.3 Changes to Plans
 - 6.2.4 Underground Installations Not Covered
 - 6.2.5 Type of System Provided
 - 6.2.6 Ownership of Underground Facilities
 - 6.2.7 Rights of Way and Easements
 - 6.2.8 Damage to Company's Equipment
 - 6.2.9 Payment of Charges

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4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

4.3 Deleted.

4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.

4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.

4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.

4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

INDEX TO SCHEDULES

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<u>CLASSIFICATION</u>	<u>SHEET NO.</u>
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Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities	9.8
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Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)	9.65
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Section No. IX
First Revised Sheet No. 9.41
Canceling Original Sheet No. 9.41

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Reserved For Future Use



Section No. IX
First Revised Sheet No. 9.42
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Section No. IX
First Revised Sheet No. 9.43
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Section No. IX
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Section No. IX
First Revised Sheet No. 9.45
Canceling Original Sheet No. 9.45

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ISSUED BY: Susan Story



Section No. IX
First Revised Sheet No. 9.46
Canceling Original Sheet No. 9.46

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STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION SYSTEMS (10 kW or less)

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

- a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
 - i. Does not exceed 90% of the Customer's utility distribution service rating; and
 - ii. is 10kW or less.

The Facility's Gross Power Rating is _____.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
 - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
 - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 1, Sheet No. 9.47)

- iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.¹
- c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.
- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends

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¹ If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 1, Sheet No. 9.48)

to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.

- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

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(Continued from Tier 1, Sheet No. 9.49)

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. **Customer Insurance**

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

9. **Manual Disconnect Switch**

As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a

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(Continued from Tier 1, Sheet No. 9.50)

manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnection are resolved by the Customer.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

11. **Net Metering**

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

12. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

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(Continued from Tier 1, Sheet No. 9.51)

13. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

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(Continued from Tier 1, Sheet No. 9.52)

14. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

15. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

16. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

17. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

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(Continued from Tier 1, Sheet No. 9.53)

18. **Incorporation of Company Tariff**

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 herein by reference.

19. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

20. **Entire Agreement**

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

21. **No Extension of Credit**

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 the Customer or any assignee of this Agreement.

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(Continued from Schedule Tier 1, Sheet No. 9.54)

22. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: _____

For the Customer: _____

GULF POWER COMPANY

By: _____
 Title: _____
 Date: _____
 Attest: _____

CUSTOMER

By: _____
 (Signature)

 (Print or Type Name)
 Title: _____
 Date: _____

**STANDARD INTERCONNECTION AGREEMENT FOR
CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION
SYSTEMS (Greater than 10 kW and Less than or Equal to
100 kW)**

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. **Facility Requirements**

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:

- i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is _____.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:

- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
- ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.¹
- c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.
- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends

ISSUED BY: Susan Story

¹ If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 2, Sheet No. 9.57)

to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.

- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

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(Continued from Tier 2, Sheet No. 9.58)

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. **Manual Disconnect Switch**

The Customer 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 Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and

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(Continued from Tier 2, Sheet No. 9.59)

shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

11. **Standard Application Fee**

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

12. **Net Metering**

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

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(Continued from Tier 2, Sheet No. 9.60)

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application, the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

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(Continued from Tier 2, Sheet No. 9.61)

- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

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(Continued from Tier 2, Sheet No. 9.62)

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

21. **Entire Agreement**

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

22. **No Extension of Credit**

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 the Customer or any assignee of this Agreement.

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

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. **Facility Requirements**

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:

- i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is _____.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:

- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
- ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 3, Sheet No. 9.65)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.¹
- c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

ISSUED BY: Susan Story

¹ If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 3, Sheet No. 9.66)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

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(Continued from Tier 3, Sheet No. 9.67)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

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(Continued from Tier 3, Sheet No. 9.68)

9. **Manual Disconnect Switch**

The Customer 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 Facility and the 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 utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

11. **Application Fee and Interconnection Study Charge**

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, the Customer shall pay the Company an interconnection study charge deposit of \$2,680. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer. If, as a result of any interconnection study that is performed, it is

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(Continued from Tier 3, Sheet No. 9.69)

determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

12. **Net Metering**

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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(Continued from Tier 3, Sheet No. 9.70)

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
 - c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.
15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

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(Continued from Tier 3, Sheet No. 9.71)

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

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(Continued from Tier 3, Sheet No. 9.72)

21. **Entire Agreement**

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

22. **No Extension of Credit**

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 the Customer or any assignee of this Agreement.

Legislative Format

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	<u>Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)</u>
	Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities
	Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility

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- Part IV Billing and Metering Regulations
 - 4.1 Each Metering Point Billed as Separate Customer
 - 4.2 Two or More Premises Not to be Served Through One Meter
 - 4.3 Deleted
 - 4.4 No Charge for Required Metering Equipment
 - 4.4.1 Net Metering of Customer-Owned Renewable Generation
 - 4.5 Estimation of Bills Required by Meter Damage or Failure
 - 4.6 Meter Reading and Billing Intervals
 - 4.7 Power Factor Requirement
 - 4.8 Prorated Bills
 - 4.9 Requirements of Customer for Discontinuing Service
 - 4.10 Installation of Check Meters
 - 4.11 Refusal or Discontinuance of Service
 - 4.12 Investigation of Unauthorized Use
 - 4.13 Restoration of Service (After Violation of Rules)
 - 4.14 Testing of Meters and Resulting Adjustments
 - 4.14.1 Fast Meter
 - 4.14.2 Slow, Non-Registering, or Partially Registering Meter
 - 4.14.3 Creeping Meter
 - 4.14.4 Improper Metering Due to Electrical Contractor Error
 - 4.15 Returned Item Charge
- Part V Contract and Enforcement Regulations
 - 5.1 Cutoff Regulations
 - 5.2 Extension of Time for Payment of Bill
 - 5.3 Restoration Charge
 - 5.4 Premise Visit Charge
 - 5.5 Faulty Wiring on Customer's Premises
 - 5.6 Medically Essential Service
- Part VI Underground Distribution Facilities
 - 6.1 Definitions
 - 6.2 General
 - 6.2.1 Application
 - 6.2.2 Early Notification and Coordination
 - 6.2.3 Changes to Plans
 - 6.2.4 Underground Installations Not Covered
 - 6.2.5 Type of System Provided
 - 6.2.6 Ownership of Underground Facilities
 - 6.2.7 Rights of Way and Easements
 - 6.2.8 Damage to Company's Equipment
 - 6.2.9 Payment of Charges

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4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

4.3 Deleted.

4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.

4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.

4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.

4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

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<u>CLASSIFICATION</u>	<u>SHEET NO.</u>
Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)	9.2
Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities	9.8
Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility	9.19
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Standard Interconnection Agreement	9.35
Standard Interconnection Agreement for Small Photovoltaic Systems	9.41
Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)	9.47
<u>Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)</u>	<u>9.56</u>
<u>Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)</u>	<u>9.65</u>
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~~STANDARD INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC SYSTEMS~~

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~~_____ Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the small photovoltaic system (SPS) as defined under Rule 25-6.065, F.A.C. installed and owned by _____, the "Customer", under the terms and conditions of this interconnection agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(2), F.A.C.~~

~~1. Facility~~

~~_____ The Customer's SPS installation, hereinafter referred to, as the "Facility" is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____, _____. The Customer will provide the Company with reasonable notification prior to the initial operation of the Facility and will cooperate with the Company to verify that the terms of this agreement have been completely adhered to before the Facility is allowed to operate in parallel with the Company's electric system.~~

~~2. Construction Codes and Standards Requirements~~

- ~~a. During the operation of the Facility, the Customer is responsible for assuring that the Facility achieve and maintain compliance with the following codes and standards:~~
- ~~i. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Photovoltaic Systems", dated January 17, 2001,~~
 - ~~ii. UL Standard 1703, entitled "Standard For Safety: Flat Plate Photovoltaic Modules and Panels", dated August 1, 1986,~~

ISSUED BY: Susan Story~~Tom Fanning~~

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(Continued from Sheet No. 9.41)

- ~~iii. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996.~~
- ~~iv. IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems", dated April 3, 2000, and~~
- ~~v. All applicable city, county, state, and federal construction codes and standards.~~
- ~~b. The contractor/constructor that installs or modifies the components of the SPS must complete and sign Gulf Power Company Form 28 to certify that the system is installed in compliance with the applicable codes and standards as referenced above.~~

~~3. Inspection Requirements~~

~~In accordance with Rule 25-6.065(2)(e), F.A.C., prior to allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives must inspect the installation to verify that the Facility has been inspected and approved in accordance with Rule 25-6.065(2)(b), F.A.C., and the standards contained in this agreement. The Customer is responsible for notifying the Company once all other inspections, certificates, and approvals have been completed and arrange for the Company representatives to perform the final inspection. Once the Company has inspected and verified that the Facility meets all requirements for parallel operation with the electric system, the Company will issue, within 10 days, a written authorization to the Customer to operate~~

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(Continued from Sheet No. 9.42)

~~the Facility provided the system remains in compliance with all applicable codes and standards.~~

~~After the initial startup of the Facility, the Customer is responsible for maintaining its generating equipment, inverters, protective devices, and other system components in proper and normal working order. If the Customer, for any reason, replaces a component of the Facility, the Customer must notify the Company and allow its representatives to inspect the Facility, at the Company's discretion, prior to the system being reconnected to the electric system. The Company, at its sole discretion, may request to perform a periodic inspection of the Facility in accordance with Rule 25-6.065(2)(e), F.A.C.~~

4. ~~Metering and Disconnect Switch Requirements~~

~~The Company may install an additional meter or metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the SPS and delivered back to the Company. The cost of the meter, installation, maintenance, and any recurring or non-recurring costs for reading and billing for this second meter shall be borne by the Company. The value of such excess generation shall be credited to the Customer's bill based on the Company's COG-1 tariff, or by other applicable tariffs approved by the Florida Public Service Commission. If the Company does not install such a meter or metering equipment, the Company shall permit the Customer to net meter any excess power delivered to the Company by use of a single standard watt-hour meter~~

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(Continued from Sheet No. 9.43)

~~capable of reversing directions to offset recorded consumption by the Customer. If the kilowatt hours of energy produced by the SPS exceed the Customer's kilowatt hours of consumption for any billing period, such that when the meter is read the value displayed on the register is less than the value displayed on the register when it was read at the end of the previous billing period, the Company shall carry forward credit for the excess energy to the next billing period. Credits may accumulate and be carried forward for a maximum of 11 consecutive monthly billing periods following the billing month in which the credit first occurred. If at the conclusion of such 11 consecutive monthly billing periods a credit balance still exists, the remaining credit shall be removed from the bill. In no event shall the Customer be paid for excess energy delivered to the utility at the end of such 12-month period.~~

~~_____ The Customer shall install, at the Customer's expense and as a requirement for continued operation under this agreement, a manual, visible load break disconnect switch capable of being locked out with a padlock between the Facility and the Company's electric system. This manual switch may be operated by the Company for any of the reasons listed in Rule 25-6.065(5), F.A.C.~~

~~5. Costs, Fees, and Charges~~

~~_____ The Customer is completely responsible for any costs, fees, or charges associated with the proper installation, operation, and maintenance of the Facility and its associated Customer owned equipment. There will be no charge to the Customer by the Company for~~

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(Continued from Sheet No. 9.44)

~~the standard metering equipment or single inspection visits for initial startup, subsequent inspections after changes to the SPS equipment have been made by the Customer, or inspections initiated at the Company's request. The Customer will be charged a fee of \$120.00 for each follow-up visit and inspection resulting from a deficiency discovered during a previous inspection of the Facility.~~

6. Insurance Requirements

~~The Customer shall be required to acquire and maintain, in force, a general liability insurance rider for personal and property damage in the amount of up to \$100,000 per occurrence. In accordance with Rule 25-6.065(2)(c), F.A.C., a homeowner's policy that furnishes at least this level of coverage will meet the insurance requirement of this agreement.~~

7. Indemnification

~~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 or expense 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 obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer 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.~~

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ISSUED BY: Susan Story Tom Fanning



Section No. IX
First Revised Original Sheet No. 9.46
Canceling Original Sheet No. 9.46

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(Continued from Sheet No. 9.45)

8. Official Notification

_____ For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

_____ For the Company: _____

_____ For the Customer: _____

_____ IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this _____ day of _____, _____.

_____ ATTEST: _____ **GULF POWER COMPANY**

By: _____
Title: _____
Date: _____

_____ ATTEST: _____ **THE CUSTOMER**

By: _____
Official Capacity: _____

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**STANDARD INTERCONNECTION AGREEMENT FOR
CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION
SYSTEMS (10 kW or less)**

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____ within _____ the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:

- i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is 10kW or less.

The Facility's Gross Power Rating is _____.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:

- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
- ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 1, Sheet No. 9.47)

iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.¹

c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends

ISSUED BY: Susan Story

¹ If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 1, Sheet No. 9.48)

to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.

c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.

d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. Modifications/Additions to the Facility

a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.

b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

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Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.49)

6. Responsibility for Facility Components

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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

a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.

b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. Customer Insurance

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

9. Manual Disconnect Switch

As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a

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(Continued from Tier 1, Sheet No. 9.50)

manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnection are resolved by the Customer.

10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

11. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

12. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

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Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.51)

13. Administrative Requirements

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

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Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.52)

14. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

16. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

17. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.



Section No. IX
~~Second~~First Revised Sheet No. 9.54
Canceling ~~First Revised~~Original Sheet No. 9.54

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Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.53)

18. Incorporation of Company Tariff

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 herein by reference.

19. Termination

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

20. Entire Agreement

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

21. No Extension of Credit

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 the Customer or any assignee of this Agreement.

**STANDARD INTERCONNECTION AGREEMENT FOR
CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION
SYSTEMS (Greater than 10 kW and Less than or Equal to
100 kW)**

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Reserved For Future Use

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:

- i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is _____.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:

- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
- ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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Reserved For Future Use

(Continued from Tier 2, Sheet No. 9.56)

iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.²

c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends

ISSUED BY: Susan Story

² If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 2, Sheet No. 9.57)

to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.

c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.

d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. Modifications/Additions to the Facility

a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.

b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

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Reserved For Future Use

(Continued from Tier 2, Sheet No. 9.58)

6. Responsibility for Facility Components

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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

a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.

b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. Manual Disconnect Switch

The Customer 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 Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and

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(Continued from Tier 2, Sheet No. 9.59)

shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

11. Standard Application Fee

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

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(Continued from Tier 2, Sheet No. 9.60)

13. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. Administrative Requirements

a. Within ten (10) business days of receipt of the Customer's Interconnection Application, the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

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(Continued from Tier 2, Sheet No. 9.61)

c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

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Reserved For Future Use

(Continued from Tier 2, Sheet No. 9.62)

18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. Incorporation of Company Tariff

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 herein by reference.

20. Termination

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

21. Entire Agreement

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

22. No Extension of Credit

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 the Customer or any assignee of this Agreement.

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(Continued from Tier 2, Sheet No. 9.63)

23. Official Notification

_____ For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

_____ For the Company:

_____ For the Customer:

GULF POWER COMPANY

By: _____

Title: _____

Date: _____

Attest: _____

CUSTOMER

By: _____
_____ (Signature)

_____ (Print or Type Name)

Title: _____

Date: _____



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

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____ within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:

- i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is _____.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:

- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
- ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 3, Sheet No. 9.65)

iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.³

c. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com).

3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

ISSUED BY: Susan Story

³ If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.

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(Continued from Tier 3, Sheet No. 9.66)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

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(Continued from Tier 3, Sheet No. 9.67)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with sixty (60) days written notice of the addition.

6. Responsibility for Facility Components

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility 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

a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.

b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

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(Continued from Tier 3, Sheet No. 9.68)

9. Manual Disconnect Switch

The Customer 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 Facility and the 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 utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons, which are by way of illustration, and not limitation:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

11. Application Fee and Interconnection Study Charge

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, the Customer shall pay the Company an interconnection study charge deposit of \$2,680. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer. If, as a result of any interconnection study that is performed, it is

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(Continued from Tier 3, Sheet No. 9.69)

determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. Administrative Requirements

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.70)

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

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Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.71)

16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. Incorporation of Company Tariff

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 herein by reference.

20. Termination

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the disconnect procedure has been completed.

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Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.72)

21. Entire Agreement

This Interconnection 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 Interconnection Agreement constitutes the entire agreement between Parties hereto.

22. No Extension of Credit

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 the Customer or any assignee of this Agreement.

Exhibit B

DOCUMENT NUMBER DATE

03779 MAY -7 88

FPSC-COMMISSION CLERK

**STANDARD INTERCONNECTION APPLICATION FOR
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS**

Gulf Power customers wishing to interconnect "customer-owned renewable generation" as defined by Rule 25-6.065(2)(a), Florida Administrative Code, to Gulf Power's electric distribution system are required to complete this Standard Interconnection Application and execute a Standard Interconnection Agreement for the appropriate Tier. Gulf Power maintains Standard Interconnection Agreements for Tier 1(10kW or less); Tier 2 (greater than 10kW and less than or equal to 100kW) and Tier 3 (greater than 100kW and less than or equal to 2 MW) generators. Downloadable copies of Gulf Power's Standard Interconnection Agreements are available on Gulf Power's website, www.gulfpower.com. Completion and submission of this Standard Interconnection Application is the first step in the process of interconnecting with Gulf Power's electric system. Once a completed application is received, Gulf Power will execute the Standard Interconnection Agreement and forward the Agreement to the Customer for signature. Gulf Power recommends that the Customer download and review a copy of the applicable Standard Interconnection Agreement prior to submitting this Application.

1. Applicant Information

Name(s): _____ Gulf Power Account No.: _____

Mailing Address: _____

City: _____ Zip Code: _____

Street Address (if different): _____

Daytime Phone: _____ Fax: _____ Email: _____

2. Facility Information

Facility Name/Model: _____

Facility fuel or energy source (e.g., wind, solar, other) _____

Facility Gross Power Rating _____ (defined as the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the Gross Power Rating shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC).

Facility Location: _____

Expected In-Service Date: _____

DOCUMENT NUMBER DATE
03779 MAY-7 8
COMMISSION CLERK

3. **Required Documentation**

As part of this Standard Interconnection Application, the Customer must submit the following documents:

(a) Technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility has been submitted by the 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 following codes and standards, as applicable:

i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;

ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;

(b) A copy of the inspection report of the local code enforcement agency indicating compliance of the Facility with all applicable local codes;

(c) Proof of insurance, if the Facility's Gross Power Rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator); and

(d) A copy of the lease agreement if the Customer is leasing the Facility from a third party.

4. **Application Fee**

If the Facility's Gross Power rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator) the Customer must submit a non-refundable Standard Application Fee of \$ 477 with this Application.

5. **Interconnection Study Charge**

If the Facility's Gross Power Rating exceeds 100 kW (i.e., a Tier 3 generator), the Customer must submit an interconnection study charge deposit of \$2,680 with this Application. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer.

Exhibit C

**APPLICATION FEE BREAKDOWN
TIERS 2 AND 3**

Administrative Costs

Screen and review Interconnection Application -- .5 hours

Discussions with customer -- .5 hours

Prepare and execute Interconnection Agreement -- .5 hours

Total administrative cost per customer = \$75 (1.5 hours x \$50 per hour)
(Hourly rate includes direct payroll costs and labor overheads.)

Engineering Costs

Review technical specifications to ensure compliance with Rule 25-6.065 – 3.0 hours

On-site inspection of system – 3.0 hours

Total engineering cost per customer = \$402 (6.0 hours x \$67 per hour)
(Manhour rate includes direct payroll costs, labor overheads, transportation costs,
and small tools expense.)

Total application fee per customer = \$477

Exhibit D

Interconnection Study Charge Deposit Breakdown Tier 3

- **Field work and gathering of data for load study model - total 16 hours**
 - Generate respective DistGIS feeder map. Validate map data accuracy with actual field surveys. Make appropriate adjustments to data base to reflect changes. (10 hours)
 - Establish the last peak demand for feeder and ensure accuracy according to historical trends. (2 hours)
 - Adjust all spot demand load data (200 kW or higher) to reflect actual metered demands by replacing the corresponding connected transformer KVA with these specific values. (3 hours)
 - Create the final load flow data file from the DistGIS mapping system. Input driving point impedance for source bus from the CAPE system study. Run global error check to ensure file integrity. (1 hour)

- **Analysis and load study – total 20 hours**
 - Using the load flow analysis program and the completed data file, establish the load flow and fault current profiles. (2 hours)
 - Compare the profile at the source point with the actual substation feeder data (by phase). Address any anomalies if they occur. This usually constitutes actual clamp on readings at the substation and strategic locations on the feeder. Adjust data accordingly and rerun profiles. (6 hours)
 - Review results of this final case. Add the new proposed load into the data file and generate an updated load flow profile. Review impact of load addition. Run fault current calculations and feeder coordination study to address any equipment or system protection issues. If any issues arise, make the necessary changes required to solve the problems. Investigate any alternatives to insure that the most practical and economical solution has been established. Generate a formal recommendation. (12 hours)

- **Travel Time – total 4 hours** – Travel time of up to 4 hours depending on location of facility within Gulf Power’s service area.

- Total Interconnection Study Charge Deposit = \$2,680 (40 hours x \$67 per hour)

(Manhour rate includes direct payroll costs, labor overheads, transportation costs, and small tools expense.)