

MESSER CAPARELLO & SELF, P.A.

Attorneys At Law
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May 30, 2008

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COMMISSION
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080294-EI

BY HAND DELIVERY

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

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Public Utilities Company are an original and fifteen copies of the Florida Public Utilities Petition for Approval of Standard Interconnection Agreements for Customer-Owned Renewable Generation Systems.

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

Thank you for your assistance with this filing.

Sincerely yours,

Norman H. Horton, Jr.

- CXP _____
- COM _____
- CFI _____
- CDR _____
- 2
- CFO _____
- 1
- RCA _____
- cc: Mr. Mark Cutshaw
- SCR _____
- SCA _____
- SEC _____
- OTM _____

DOCUMENT NUMBER-DATE
04600 MAY 30 08
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Florida Public Utilities Company)
for Approval of Standard Interconnection)
Agreements for Customer-Owned Renewable)
Generation Systems)
_____)

Docket No. 080294-EI
Filed: May 30, 2008

**FLORIDA PUBLIC UTILITIES COMPANY'S PETITION FOR
APPROVAL OF STANDARD INTERCONNECTION
AGREEMENTS FOR CUSTOMER-OWNED
RENEWABLE GENERATION SYSTEMS**

Florida Public Utilities Company ("FPUC"), pursuant to Rule 25-6.065(3), Florida Administrative Code, petitions the Florida Public Service Commission ("FPSC") for approval of FPUC's Standard Interconnection Agreements for Customer-Owned Renewable Generation Systems and as grounds therefore, submits:

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

Florida Public Utilities Company
401 South Dixie Highway
West Palm Beach, FL 33401

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

Norman H. Horton, Jr.
Messer, Caparello & Self, P. A.
2618 Centennial Place
Tallahassee, FL 32308

Mr. Mark Cutshaw
Florida Public Utilities Company
Post Office Box 418
Fernandina Beach, FL 32035-0418

3. On March 19, 2008, The FPSC adopted amendments to Rule 25-6.065 relating to interconnection and net metering of customer-owned renewable generation. The rule as amended became effective April 7, 2008.

4. The amended rule requires, among other things, that each investor-owned utility file with the Commission, standard interconnection agreements for expedited interconnection of customer-owned renewable generation, up to 2 MW.

5. FPUC's proposed Standard Interconnection Agreements are attached hereto as Composite Exhibit "A" in both legislative and regular format. The Agreement and tariff language are consistent with the requirements of the rule.

6. Attached hereto as Exhibit "B" for information is a copy of the Standard Interconnection Application which will be available on FPUC'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.

7. Consistent with Rule 25-6.065(4)(f) and (g), FPUC also requests approval of a standard non-refundable application fee of \$350.00 for Tier 2 and Tier 3 customers and a \$2,000.00 interconnection study fee deposit for Tier 3 installations. In the event that costs for any particular customer are greater than \$2,000.00 the customer will be responsible for the *difference and if less, FPUC will remit the balance to the customer at the time of interconnection.* Itemized cost support for the proposed charges is attached hereto as Exhibit "C."


8. The Agreements, tariff sheets and fees are consistent with Rule 25-6.065(3), Florida Administrative Code, as adopted by the FPSC and FPUC would request approval of these sheets.

9. FPUC is not aware of any disputed issues of material fact relative to the subject matter of this Petition.

WHEREFORE, FPUC respectfully requests that the Commission grant this Petition for Approval of its Standard Interconnection Agreement.

Dated this 30th day of May, 2008.

MESSER, CAPARELLO & SELF, P.A.
2618 Centennial Place (32308)
Post Office Box 15579
Tallahassee, FL 32317
(850) 222-0720



NORMAN H. HORTON, JR., ESQ.
Attorneys for Florida Public Utilities Company

COMPOSITE EXHIBIT "A"

DOCUMENT NUMBER - DATE

04600 MAY 30 88

FPSC-COMMISSION CLERK

Reserved For Future Use

STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)

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

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

and should be installed and operational by:

_____, _____.

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

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

- a. Equipment Manufacturers Name and Address:

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

- c. Name Plate Rating (KW and Voltage):

4. Standard Interconnection Agreement Requirements - To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:

- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
- (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating.
- (e) Have a Gross Power Rating of 10 KW or less.

5. Customer Qualifications and Fees - The customer shall comply with the following to qualify as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C.:

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Provided the customer-owned renewable generation equipment complies with paragraphs (4) and (5)(a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in subsection (9).
- (d) Tier 1 customers who request interconnection of customer-owned renewable generation shall not be charged fees in addition to those charged to other retail customers without self-generation, including application fees.

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

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

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

8. Customer Insurance Requirements - The Customer owning a Tier 1 generator is not required by rule to obtain general liability insurance for damage to persons or property as a result of the operation of the generator. However, the Company strongly recommends that a Tier 1 customer carry an appropriate level of liability insurance.

9. Manual Disconnect Switch - Inverter-based Tier 1 customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

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

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating or protective equipment as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other electric consumers caused by the customer-owned renewable generation as determined by the Company;
- d. Failure of the Customer to maintain the required insurance coverage (if required).

11. Administrative Requirements

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

12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to paragraph (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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

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

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

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

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

18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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.

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. 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.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 KW and Less than or Equal
to 100KW)

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

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

and should be installed and operational by:

_____, _____.

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

4. Standard Interconnection Agreement Requirements - To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:

- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
- (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating.
- (e) Have a Gross Power Rating of greater than 10 KW and less than or equal to 100 KW.

5. Customer Qualifications and Fees - The customer shall comply with the following to qualify as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C.:

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Provided the customer-owned renewable generation equipment complies with paragraphs (4) and (5)(a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in subsection (9).
- (d) Tier 2 customers who request interconnection of customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.

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

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

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

8. Customer Insurance Requirements - The Customer owning a Tier 2 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than one million dollars (\$1,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.

9. Manual Disconnect Switch - Customer's operating a Tier 2 generator shall install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

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

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

11. Administrative Requirements

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

12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to paragraph (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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

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

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

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

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

18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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.

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. 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.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. 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.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

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

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

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

and should be installed and operational by:

_____, _____.

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

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

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

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

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the customer. A deposit in the amount of \$2000 will be paid prior to the study. When the study is completed, the Customer will be responsible for any underpayment or will be refunded any overpayment. Additionally, the customer will be responsible for cost associated with any modifications to the Company's system that is identified in the interconnection study.

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

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

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

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

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

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

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

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

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

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

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

11. Administrative Requirements

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

12. Net Metering

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

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

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

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

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

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

18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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.

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. 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.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____
Title: _____
Date: _____

WITNESS:

CUSTOMER

By: _____
Title: _____
Date: _____

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**STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)**

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

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

and should be installed and operational by:

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

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4. Standard Interconnection Agreement Requirements - To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:

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- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
- (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating.
- (e) Have a Gross Power Rating of 10 KW or less.

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5. Customer Qualifications and Fees - The customer shall comply with the following to qualify as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C.:

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- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Provided the customer-owned renewable generation equipment complies with paragraphs (4) and (5)(a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in subsection (9).
- (d) Tier 1 customers who request interconnection of customer-owned renewable generation shall not be charged fees in addition to those charged to other retail customers without self-generation, including application fees.

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

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(a) Have the customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.

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(b) Make provisions that permit the Company to inspect customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with subsections (4) through (5). The Customer shall notify the Company at least 10 days prior to initially placing customer equipment and protective apparatus in service, and the Company shall have the right to have personnel present on the in-service date. If the customer-owned renewable generation system is subsequently modified in order to increase its gross power rating, the Customer must notify the Company by submitting a new application specifying the modifications at least 30 days prior to making the modifications.

(c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

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

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8. Customer Insurance Requirements - The Customer owning a Tier 1 generator is not required by rule to obtain general liability insurance for damage to persons or property as a result of the operation of the generator. However, the Company strongly recommends that a Tier 1 customer carry an appropriate level of liability insurance.

9. Manual Disconnect Switch - Inverter-based Tier 1 customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

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

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating or protective equipment as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other electric consumers caused by the customer-owned renewable generation as determined by the Company;
- d. Failure of the Customer to maintain the required insurance coverage (if required).

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11. Administrative Requirements

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

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12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

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12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to paragraph (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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

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

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

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

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

18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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.

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

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20. 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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21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

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Company:

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Customer:

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22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

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WITNESS: _____ FLORIDA PUBLIC UTILITIES COMPANY
_____ COMPANY

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By: _____

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Title: _____

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Date: _____

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_____ CUSTOMER

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By: _____

Title: _____

Date: _____

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

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

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

and should be installed and operational by:

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

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4. Standard Interconnection Agreement Requirements - To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:

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- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
- (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating.
- (e) Have a Gross Power Rating of greater than 10 KW and less than or equal to 100 KW.

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5. Customer Qualifications and Fees - The customer shall comply with the following to qualify as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C.:

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- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Provided the customer-owned renewable generation equipment complies with paragraphs (4) and (5)(a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in subsection (9).
- (d) Tier 2 customers who request interconnection of customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.

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

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

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

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8. Customer Insurance Requirements - The Customer owning a Tier 2 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than one million dollars (\$1,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.

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9. Manual Disconnect Switch - Customer's operating a Tier 2 generator shall install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.

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

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

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11. Administrative Requirements

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

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12. Net Metering

- (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

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12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to paragraph (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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

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

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

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

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

18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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.

19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

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20. 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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21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

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Customer:

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22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

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WITNESS: _____ FLORIDA PUBLIC UTILITIES COMPANY
_____ COMPANY

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_____ CUSTOMER

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

This agreement made and entered into as of this _____ day of _____
by and between _____

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

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

and should be installed and operational by:

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

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

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

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

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in subsection (4).
- (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to paragraph (5)(a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the customer. A deposit in the amount of \$2000 will be paid prior to the study. When the study is completed, the Customer will be responsible for any underpayment or will be refunded any overpayment. Additionally, the customer will be responsible for cost associated with any modifications to the Company's system that is identified in the interconnection study.

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

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

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

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

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

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

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

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

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

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

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

11. Administrative Requirements

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

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12. Net Metering

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

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

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

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

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

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

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

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

ATTEST:
FLORIDA PUBLIC UTILITIES COMPANY

By: _____

Title: _____

Date: _____

ATTEST:

CUSTOMER

By: _____

Title: _____

Date: _____

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18. Termination - Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any 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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19. Retail Purchase of Electricity - "Customer-owned renewable generation" means an electric generating system located on a customer's premise that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

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20. 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.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

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Company: _____ Customer: _____

22. Dispute Resolution - The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

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

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WITNESS: _____ FLORIDA PUBLIC UTILITIES COMPANY
_____ COMPANY

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WITNESS: _____
_____ CUSTOMER

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By: _____

Title: _____

Date: _____

EXHIBIT "B"

DOCUMENT NUMBER - DATE
04600 MAY 30 8
FPSC-COMMISSION CLERK

**APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 – 10 KW or Less

TIER 2 – Greater than 10 KW and Less Than or Equal to 100 KW

TIER 3 – Greater than 100 KW and Less Than or Equal to 2 MW

Florida Public Utilities Company customers who install customer-owned renewable generation systems and desire to interconnect those facilities with the FPUC electrical system are required to complete this application. This application can be obtained from the local FPU office or can be downloaded from the FPUC website (www.fpuc.com). When the completed application and fees are returned to FPUC, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. The Interconnection Agreements may be obtained at the local FPUC office. Details for interconnection agreement may be found as defined in Rule 25-6.065, Florida Administrative Code or within the Florida Public Utilities Company Interconnection Agreement.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

FPUC Account Number (if available): _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means 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 AC nameplate generating capacity 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.

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is \$350 for Tier 2 and Tier 3 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of \$2000 will be paid along with this application. Should the Company determine that an interconnection study is necessary; the Customer will be responsible for actual costs of the study. When the study is completed, the Customer will be responsible for any underpayment or will be refunded any overpayment.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Company by the Customer.

- A. Documentation that the installation complies with:
 - 1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - 3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- C. Proof of general liability insurance for Tier 2 generators (\$1,000,000) or Tier 3 generators (\$2,000,000).
- D. Copy of any lease agreements if the Customer is leasing facility from third party.

EXHIBIT "C"

EXHIBIT "A"

APPLICATION FEE DETERMINATION
 INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TIER 2 AND TIER 3

	Hours	Cost/Hour	Overheads	Total
Administrative Labor Expenses (Prepare, review, document and execute agreement)	1.0	\$14.55	42%	\$20.66
Engineering Department Labor Expenses (Review technical documents and site visits)	5.0	\$30.39	42%	\$215.77
Engineering Management Labor Expenses (Review, approve and process agreement)	1.0	\$37.53	42%	\$53.29
Sub-Total (Labor Expense)				\$289.72
Transportation Costs	5.0	\$12.15		\$60.75
Total Cost (Labor and Transportation)				\$350.47

Hours - Time required to perform necessary work.
 Cost/hour - Average Hourly Salary or Transportation Cost.
 Overheads - Direct Overhead Percentage for Labor

DOCUMENT NUMBER-DATE

04600 MAY 30 8

FPSC-COMMISSION CLERK

EXHIBIT "B"

INTERCONNECTION STUDY FEE DETERMINATION
 INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TIER 3

	Hours	Cost/Hour	Overheads	Total
Engineering Manager to develop one line and collect data for load flow analysis	12.0	\$37.53	42%	\$639.51
Engineering Manager to work with consultant to develop data for load flow analysis	2.0	\$37.53	42%	\$106.59
Consultant to perform load flow analysis and any necessary fault current study	2.0	\$125.00		\$250.00
Review, perform necessary modifications and prepare recommendations from load flow/fault current analysis	6.0	\$125.00		\$750.00
Engineering Manager to review and finalize the load flow/ fault current study and develop final report	6.0	\$37.53	42%	\$319.76
Total Interconnection Fee Determination	28.0			\$2,065.85