

**Susan D. Ritenour**  
Secretary and Treasurer  
and Regulatory Manager

One Energy Place  
Pensacola, Florida 32520-0781

Tel 850.444.6231  
Fax 850.444.6026  
SDRITENO@southernco.com



July 30, 2008

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee FL 32399-0870

RECEIVED-FPSC  
08 JUL 31 PM 3:40  
COMMISSION  
CLERK

Dear Ms. Cole:

RE: Gulf Power Company's Revised Interconnection Agreements for Customer-Owned Renewable Generation Systems (Docket No. 080260-EI)

In response to the July 22, 2008 conference call with the Florida Public Service Commission Staff, Gulf Power Company respectfully submits the attached, revised Standard Interconnection Agreements for Customer-Owned Renewable Generation Systems and revisions to tariff sheets ii, iii, iv, v, 4.2, 4.16, and 9.1. These revised versions replace the original versions filed on May 7, 2008.

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

Sincerely,

*Susan D. Ritenour (lew)*

lw

Enclosures

cc: Beggs & Lane  
Jeffrey A. Stone, Esquire  
Florida Public Service Commission  
Connie Kummer

COM \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL 2 \_\_\_\_\_  
OPC \_\_\_\_\_  
RCP \_\_\_\_\_  
SSC \_\_\_\_\_  
SGA 1 \_\_\_\_\_  
ADM \_\_\_\_\_  
CLK \_\_\_\_\_

18 JUL 31 10 50 AM '08  
DOCUMENT NUMBER-DATE  
06733 JUL 31 08

FPSC-COMMISSION CLERK

Composite Exhibit A

**Tariff Sheet**

DOCUMENT NUMBER-DATE

06733 JUL 31 8

FPSC-COMMISSION CLERK

## TABLE OF CONTENTS

PAGE	EFFECTIVE DATE
0	

<u>Section</u>	<u>Description</u>
Section I	Description of Territory Served
Section II	Miscellaneous
Section III	Technical Terms and Abbreviations
Section IV	Rules and Regulations
Section V	List of Communities Served
Section VI	Rate Schedules
	RS - Residential Service
	GS - General Service - Non-Demand
	GSD - General Service - Demand
	LP - Large Power Service
	PX - Large High Load Factor Power Service
	OS - Outdoor Service
	STORM - Ivan Deficit Cost Recovery
	BB - Budget Billing (Optional Rider)
	CR - Cost Recovery Clause - Fossil Fuel & Purchased Power
	PPCC - Purchased Power Capacity Cost Recovery Clause
	ECR - Environmental Cost Recovery Clause
	-- - Billing Adjustments and Payment of Bills
	ECC - Cost Recovery Clause - Energy Conservation
	FLAT-1 - Residential/Commercial FlatBill
	GSTOU - General Service Time-of-Use Conservation (Optional)
	GSDT - General Service - Demand - Time-of-Use Conservation (Optional)
	LPT - Large Power Service - Time-of-Use Conservation (Optional)
	PXT - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)
	SBS - Standby and Supplementary Service
	ISS - Interruptible Standby Service
	RSVP - Residential Service Variable Pricing
	SP - Surge Protection
	RTP - Real Time Pricing
	CIS - Commercial/Industrial Service Rider (Optional)
	BERS - Building Energy Rating System (BERS)
	PV - Rate Rider PV - Photovoltaics (Optional Rider)
	MBFC - Military Base Facilities Charge (Optional Rider)

**TABLE OF CONTENTS**  
(continued)

PAGE	EFFECTIVE DATE
26/3	

<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms
Form 1	Contract for Electric Power
Form 2	Contract for Electric Service for Resale
Form 3	Contract for Seasonal Electric Power
Form 4	Outdoor Service – Lighting Pricing Methodology – Rate Schedule OS (Part I/II)
Form 5	Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II)
Form 6	Contract for Government Owned and Operated Housing
Form 7	Equipment Rental Lease and Maintenance Agreement
Form 8	Agreement for Underground Electric Construction by the Utility
Form 9	Agreement for Underground Construction Standards
Form 10	Application for Underground Service in an Overhead Area
Form 11	Contract for Time-of-Use Conservation Rate
Form 12	Request for Interconnection of Customer-Owned Generation
Form 13	Standby Service Agreement
Form 14	Standby Service Interconnection Agreement
Form 15	Agreement for Residential Advanced Energy Management Program
Form 16	Surge Protection Agreement – Rate Schedule SP
Form 17	Application for Underground Cost Estimate
Form 18	Guaranty Agreement
Form 19	Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II)
Form 20	Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II)
Form 21	Optional Up Front Payment of Additional Facilities – Rate Schedule OS (Part I/II)
Form 22	Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider
Form 23	Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II)
Form 24	Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II)
Form 25	Landlord "Leave Service Active" Agreement

**TABLE OF CONTENTS**  
(continued)

PAGE	EFFECTIVE DATE
3-6/1	

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



A SOUTHERN COMPANY

Original Sheet No. v

## TABLE OF CONTENTS (continued)

PAGE	EFFECTIVE DATE
------	----------------

**Section**

**Description**

Section IX

Cogeneration Rate Schedules (continued)

Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities

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

PAGE	EFFECTIVE DATE
2 of 4	

(Continued from Index, Sheet No. 4.1)

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

PAGE	EFFECTIVE DATE
------	----------------

4.2 (continued)

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

4.3 Deleted.

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

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

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

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

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

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

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



## INDEX TO SCHEDULES

PAGE	EFFECTIVE DATE
------	----------------

<u>CLASSIFICATION</u>	<u>SHEET NO.</u>
Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)	9.2
Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities	9.8
Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility	9.19
Form 12 – Application for Interconnection of Customer-Owned Generation	9.33
Standard Interconnection Agreement	9.35
Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)	9.47
Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)	9.56
Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)	9.66
Standard Interconnection Application for Customer-Owned Renewable Generation Systems	9.76
Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities	9.81
Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility	9.97



Section No. IX  
First Revised Sheet No. 9.41  
Canceling Original Sheet No. 9.41

PAGE	EFFECTIVE DATE
------	----------------

Reserved For Future Use

ISSUED BY: Susan Story



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

PAGE	EFFECTIVE DATE
------	----------------

**Reserved For Future Use**



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

PAGE	EFFECTIVE DATE
------	----------------

Reserved For Future Use

ISSUED BY: Susan Story



Section No. IX  
First Revised Sheet No. 9.44  
Canceling Original Sheet No. 9.44

PAGE	EFFECTIVE DATE
------	----------------

Reserved For Future Use

ISSUED BY: Susan Story



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

PAGE	EFFECTIVE DATE
------	----------------

Reserved For Future Use

ISSUED BY: Susan Story



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

PAGE	EFFECTIVE DATE
------	----------------

**Reserved For Future Use**

**ISSUED BY:** Susan Story

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

PAGE	EFFECTIVE DATE
1 of 9	

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

### 1. Facility Requirements

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

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

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and



PAGE	EFFECTIVE DATE
2 of 8	

(Continued from Tier 1, Sheet No. 9.47)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

3. **Construction Codes and Standards**

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

4. **Inspection Requirements**

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

PAGE	EFFECTIVE DATE
1 of 9	

(Continued from Tier 1, Sheet No. 9.49)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

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

8. **Customer Insurance**

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

PAGE	EFFECTIVE DATE
5 of 9	

(Continued from Tier 1, Sheet No. 9.50)

9. **Manual Disconnect Switch**

As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnection are resolved. To the extent practicable, prior notice of the Company's intent to disconnect service shall be given to the Customer. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

11. **Net Metering**

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

PAGE	EFFECTIVE DATE
6 of 9	

(Continued from Tier 1, Sheet No. 9.51)

12. **Renewable Energy Certificates**

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

13. **Administrative Requirements**

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

PAGE	EFFECTIVE DATE
7 of 9	

(Continued from Tier 1, Sheet No. 9.52)

by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

14. **Change in Facility Ownership**

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

15. **Retail Purchase of Electricity**

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

16. **Dispute Resolution**

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

PAGE	EFFECTIVE DATE
8 of 9	

(Continued from Tier 1, Sheet No. 9.53)

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

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

18. **Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

19. **Termination**

- a. Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.
- b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

20. **Entire Agreement**

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

21. **No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.



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

PAGE 1 of 10	EFFECTIVE DATE
-----------------	----------------

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

1. **Facility Requirements**

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

- a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
- i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and



PAGE	EFFECTIVE DATE
2 of 10	

(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

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

PAGE	EFFECTIVE DATE
3 of 10	

(Continued from Tier 2, Sheet No. 9.57)

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.
- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

PAGE	EFFECTIVE DATE
4 of 10	

(Continued from Tier 2, Sheet No. 9.58)

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

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

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

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

PAGE	EFFECTIVE DATE
5 of 10	

(Continued from Tier 2, Sheet No. 9.59)

8. **Customer Insurance**

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

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

PAGE	EFFECTIVE DATE
6 of 10	

(Continued from Tier 2, Sheet No. 9.60)

11. **Standard Application Fee**

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

12. **Net Metering**

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

13. **Renewable Energy Certificates**

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

14. **Administrative Requirements**

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

PAGE	EFFECTIVE DATE
7 of 10	

(Continued from Tier 2, Sheet No. 9.61)

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

15. **Change in Facility Ownership**

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

PAGE	EFFECTIVE DATE
8 of 10	

(Continued from Tier 2, Sheet No. 9.62)

16. **Retail Purchase of Electricity**

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

17. **Dispute Resolution**

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

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

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

19. **Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

20. **Termination**

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

PAGE	EFFECTIVE DATE
9 of 10	

(Continued from Tier 2, Sheet No. 9.63)

- b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

21. **Entire Agreement**

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

22. **No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.





Section No. IX  
Second Revised Sheet No. 9.65  
Canceling First Revised Revised Sheet No. 9.65

PAGE 10 of 10	EFFECTIVE DATE
------------------	----------------

(Continued from Tier 2, Sheet No. 9.64)

23. **Official Notification**

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

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Susan Story

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

PAGE 10 of 11	EFFECTIVE DATE
------------------	----------------

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

1. **Facility Requirements**

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

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

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

The Facility's Gross Power Rating is \_\_\_\_\_.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:

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

PAGE	EFFECTIVE DATE
2 of 10	

(Continued from Tier 3, Sheet No. 9.66)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

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

4. **Inspection Requirements**

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

PAGE	EFFECTIVE DATE
3 of 10	

(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

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

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

PAGE	EFFECTIVE DATE
10/10	

(Continued from Tier 3, Sheet No. 9.68)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

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

8. **Customer Insurance**

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

PAGE	EFFECTIVE DATE
5 of 10	

(Continued from Tier 3, Sheet No. 9.69)

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

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

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the

PAGE 7 of 10	EFFECTIVE DATE
-----------------	----------------

(Continued from Tier 3, Sheet No. 9.71)

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The

PAGE	EFFECTIVE DATE
8 of 10	

(Continued from Tier 3, Sheet No. 9.72)

new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

16. **Retail Purchase of Electricity**

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

17. **Dispute Resolution**

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

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

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

19. **Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.



PAGE	EFFECTIVE DATE
9 of 10	

(Continued from Tier 3, Sheet No. 9.73)

20. **Termination**

- a. Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.
- b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

21. **Entire Agreement**

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

22. **No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.



Section No. IX  
Second Revised Sheet No. 9.75  
Canceling First Revised Sheet No. 9.75

PAGE 10 of 10	EFFECTIVE DATE
------------------	----------------

(Continued from Tier 3, Sheet No. 9.74)

23. **Official Notification**

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

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

PAGE 1 of 3	EFFECTIVE DATE
----------------	----------------

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

### 1. Applicant Information

Name(s): \_\_\_\_\_ Gulf Power Account No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. Facility Information

Facility Name/Model: \_\_\_\_\_

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

PAGE	EFFECTIVE DATE
2 of 3	

(Continued from Application, Sheet No. 9.76)

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

Facility Location: \_\_\_\_\_

Expected In-Service Date: \_\_\_\_\_

### 3. Required Documentation

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

- (a) Technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment interconnecting Distributed Resources with Electric Power Systems; and
  - iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
- (b) A copy of the inspection report of the local code enforcement agency indicating compliance of the Facility with all applicable local codes;
- (c) Proof of insurance, if the Facility's Gross Power Rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator); and
- (d) A copy of the lease agreement if the Customer is leasing the Facility from a third party.

PAGE	EFFECTIVE DATE
3 of 3	

(Continued from Application, Sheet No. 9.77)

**4. Application Fee**

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

**5. Interconnection Study Charge**

If the Facility's Gross Power Rating exceeds 100 kW (i.e., a Tier 3 generator), the Company may determine, upon reviewing this Interconnection Application, that an interconnection study is necessary. If the Company determines that an interconnection study is necessary, the Customer must provide the Company with an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study.

## **Legislative Format**

## TABLE OF CONTENTS

PAGE 1 of 12	EFFECTIVE DATE March 31, 2005
-----------------	----------------------------------

<u>Section</u>	<u>Description</u>
Section I	Description of Territory Served
Section II	Miscellaneous
Section III	Technical Terms and Abbreviations
Section IV	Rules and Regulations
Section V	List of Communities Served
Section VI	Rate Schedules
	RS - Residential Service
	GS - General Service - Non-Demand
	GSD - General Service - Demand
	LP - Large Power Service
	PX - Large High Load Factor Power Service
	OS - Outdoor Service
	STORM - Ivan Deficit Cost Recovery
	BB - Budget Billing (Optional Rider)
	CR - Cost Recovery Clause - Fossil Fuel & Purchased Power
	PPCC - Purchased Power Capacity Cost Recovery Clause
	ECR - Environmental Cost Recovery Clause
	-- - Billing Adjustments and Payment of Bills
	ECC - Cost Recovery Clause - Energy Conservation
	FLAT-1 - Residential/Commercial FlatBill
	GSTOU - General Service Time-of-Use Conservation (Optional)
	GSDT - General Service - Demand - Time-of-Use Conservation (Optional)
	LPT - Large Power Service - Time-of-Use Conservation (Optional)
	PXT - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)
	SBS - Standby and Supplementary Service
	ISS - Interruptible Standby Service
	RSVP - Residential Service Variable Pricing
	SP - Surge Protection
	RTP - Real Time Pricing
	CIS - Commercial/Industrial Service Rider (Optional)
	BERS - Building Energy Rating System (BERS)
	PV - Rate Rider PV - Photovoltaics (Optional Rider)
	MBFC - Military Base Facilities Charge (Optional Rider)

**TABLE OF CONTENTS**  
(continued)

PAGE 2 of 42	EFFECTIVE DATE January 26, 2005
-----------------	------------------------------------

<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms
Form 1	Contract for Electric Power
Form 2	Contract for Electric Service for Resale
Form 3	Contract for Seasonal Electric Power
Form 4	Outdoor Service – Lighting Pricing Methodology – Rate Schedule OS (Part I/II)
Form 5	Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II)
Form 6	Contract for Government Owned and Operated Housing
Form 7	Equipment Rental Lease and Maintenance Agreement
Form 8	Agreement for Underground Electric Construction by the Utility
Form 9	Agreement for Underground Construction Standards
Form 10	Application for Underground Service in an Overhead Area
Form 11	Contract for Time-of-Use Conservation Rate
Form 12	Request for Interconnection of Customer-Owned Generation
Form 13	Standby Service Agreement
Form 14	Standby Service Interconnection Agreement
Form 15	Agreement for Residential Advanced Energy Management Program
Form 16	Surge Protection Agreement – Rate Schedule SP
Form 17	Application for Underground Cost Estimate
Form 18	Guaranty Agreement
Form 19	Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II)
Form 20	Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II)
Form 21	Optional Up Front Payment of Additional Facilities – Rate Schedule OS (Part I/II)
Form 22	Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider
Form 23	Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II)
Form 24	Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II)
Form 25	Landlord "Leave Service Active" Agreement



**TABLE OF CONTENTS**  
(continued)

PAGE 3 of 33	EFFECTIVE DATE January 1, 2006
-----------------	-----------------------------------

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

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

**ISSUED BY:** Susan Story



Section No. IV  
~~Eighth~~<sup>Seventh</sup> Revised Sheet No. 4.2  
Canceling ~~Seventh~~<sup>Sixth</sup> Revised Sheet No. 4.2

PAGE	EFFECTIVE DATE
2 of 4	June 7, 2002

(Continued from Index, Sheet No. 4.1)

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

ISSUED BY: ~~Susan Story~~ Travis Bowden

PAGE	EFFECTIVE DATE
	December 19, 1995

- 4.2 (continued)  
reserves the right to discontinue service to any Customer who violates this rule.
- 4.3 Deleted.
- 4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.
- 4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:  
During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).  
All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.
- 4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.
- 4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.
- 4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

## INDEX TO SCHEDULES

PAGE 1 of 1	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

<u>CLASSIFICATION</u>	<u>SHEET NO.</u>
Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)	9.2
Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities	9.8
Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility	9.19
Form 12 – Application for Interconnection of Customer-Owned Generation	9.33
Standard Interconnection Agreement	9.35
<del>Standard Interconnection Agreement for Small Photovoltaic Systems</del>	<del>9.41</del>
<u>Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)</u>	<u>9.47</u>
<u>Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)</u>	<u>9.56</u>
<u>Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)</u>	<u>9.66</u>
<u>Standard Interconnection Application for Customer-Owned Renewable Generation Systems</u>	<u>9.76</u>
Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities	9.81
Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility	9.97

## **STANDARD INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC SYSTEMS**

<b>PAGE</b> 1 of 3	<b>EFFECTIVE DATE</b> June 28, 2002
-----------------------	--

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

~~1. Facility~~

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

~~2. Construction Codes and Standards Requirements~~

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

ISSUED BY: Susan Story ~~Tom Fanning~~

PAGE 2 of 5	EFFECTIVE DATE June 28, 2002
----------------	---------------------------------

(Continued from Sheet No. 9.41)

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

3. Inspection Requirements

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

Reserved For Future Use



PAGE 9.43	EFFECTIVE DATE June 28, 2002
--------------	---------------------------------

(Continued from Sheet No. 9.42)

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

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

~~4. Metering and Disconnect Switch Requirements~~

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

Reserved For Future Use

PAGE 1 of 2	EFFECTIVE DATE June 28, 2002
----------------	---------------------------------

(Continued from Sheet No. 9.43)

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

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

5. Costs, Fees, and Charges

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

Reserved For Future Use

PAGE	EFFECTIVE DATE
5 of 6	June 28, 2002

(Continued from Sheet No. 9.44)

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

6. Insurance Requirements

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

7. Indemnification

~~The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.~~

**Reserved For Future Use**

**ISSUED BY:** Susan Story Tom Fanning



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

PAGE 6 of 6	EFFECTIVE DATE June 28, 2002
----------------	---------------------------------

(Continued from Sheet No. 9.45)

8. Official Notification

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

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ATTEST: \_\_\_\_\_ **GULF POWER COMPANY**  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ **THE CUSTOMER**  
By: \_\_\_\_\_  
Official Capacity: \_\_\_\_\_

**Reserved For Future Use**



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

PAGE 1 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **Reserved For Future Use**

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

### **1. Facility Requirements**

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

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

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

The Facility's Gross Power Rating is \_\_\_\_\_.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:

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

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.47)

- iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

### **2. Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

### **3. Construction Codes and Standards**

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

### **4. Inspection Requirements**

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

PAGE 3 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **~~Reserved For Future Use~~**

(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

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

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

**ISSUED BY:** Susan Story



PAGE 4 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.49)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

### **6. Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

### **7. Indemnity for Loss to Third Parties**

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

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

### **8. Customer Insurance**

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

## Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.50)

### 9. Manual Disconnect Switch

As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnection are resolved. To the extent practicable, prior notice of the Company's intent to disconnect service shall be given to the Customer. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

### 11. Net Metering

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

## **~~Reserved For Future Use~~**

(Continued from Tier 1, Sheet No. 9.51)

### **12. Renewable Energy Certificates**

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

### **13. Administrative Requirements**

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

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

c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed

**ISSUED BY:** Susan Story

PAGE 7 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## Reserved For Future Use

(Continued from Tier 1, Sheet No. 9.52)

\_\_\_\_\_ by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

### 14. Change in Facility Ownership

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

### 15. Retail Purchase of Electricity

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

### 16. Dispute Resolution

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

PAGE 8 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.53)

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

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

### **18. Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

### **19. Termination**

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

b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

### **20. Entire Agreement**

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

### **21. No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

**ISSUED BY:** Susan Story



Section No. IX  
Second ~~First~~ Revised Sheet No. 9.55  
Canceling ~~First Revised~~ Original Sheet No. 9.55

PAGE 9 of 9	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **Reserved For Future Use**

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

### **22. Official Notification**

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

For the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **GULF POWER COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

### **CUSTOMER**

By: \_\_\_\_\_

(Signature)

(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ISSUED BY: Susan Story

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

PAGE 1 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

**Reserved For Future Use**

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

**1. Facility Requirements**

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

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

i. Does not exceed 90% of the Customer's utility distribution service rating; and

ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is \_\_\_\_\_.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:

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

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



PAGE 2 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.56)

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

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

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

### **2. Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the Customer's request the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

### **3. Construction Codes and Standards**

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

PAGE 3 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.57)

### **4. Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.
- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to: (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.58)

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

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

### **6. Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

### **7. Indemnity for Loss to Third Parties**

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

**ISSUED BY:** Susan Story

PAGE 5 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.59)

### **8. Customer Insurance**

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

### **9. Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

**ISSUED BY:** Susan Story

## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.60)

### **11. Standard Application Fee**

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

### **12. Net Metering**

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

### **13. Renewable Energy Certificates**

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

### **14. Administrative Requirements**

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

PAGE 7 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## Reserved For Future Use

(Continued from Tier 2, Sheet No. 9.61)

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

### 15. Change in Facility Ownership

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



## **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.62)

### **16. Retail Purchase of Electricity**

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

### **17. Dispute Resolution**

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

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

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

### **19. Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

### **20. Termination**

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

PAGE	EFFECTIVE DATE
9 of 10	

(Continued from Tier 2, Sheet No. 9.63)

b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

**21. Entire Agreement**

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

**22. No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.



Section No. IX  
Second First Revised Sheet No. 9.65  
Canceling First Revised Original Sheet No. 9.65

PAGE 10 of 10 EFFECTIVE DATE May 22, 2007

### Reserved For Future Use

(Continued from Tier 2, Sheet No. 9.64)

#### 23. Official Notification

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

For the Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### GULF POWER COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

#### CUSTOMER

By: \_\_\_\_\_

(Signature)

(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

PAGE 1 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

**Reserved For Future Use**

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

**1. Facility Requirements**

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

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

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

The Facility's Gross Power Rating is \_\_\_\_\_.

b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:

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

PAGE 2 of 40	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.66)

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

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

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

### **2. Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

### **3. Construction Codes and Standards**

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

### **4. Inspection Requirements**

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

PAGE 3 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.

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

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

## Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.68)

- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

### 6. Responsibility for Facility Components

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

### 7. Indemnity for Loss to Third Parties

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

### 8. Customer Insurance

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

## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.69)

### **9. Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

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

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

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

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

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the



## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.70)

Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

### **12. Net Metering**

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

### **13. Renewable Energy Certificates**

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

### **14. Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

PAGE 7 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.71)

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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

### 15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The

PAGE 8 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.72)

new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

### **16. Retail Purchase of Electricity**

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

### **17. Dispute Resolution**

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

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

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

### **19. Incorporation of Company Tariff**

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

PAGE 9 of 10	EFFECTIVE DATE May 22, 2007
-----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.73)

### **20. Termination**

- a. Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.
- b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.

### **21. Entire Agreement**

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

### **22. No Extension of Credit**

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.



*First*  
Section No. IX  
Second Revised Sheet No. 9.75  
Canceling First Revised Sheet No. 9.75  
*original*

PAGE 10 of 10	EFFECTIVE DATE May 22, 2007
------------------	--------------------------------

### Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.74)

#### 23. Official Notification

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

\_\_\_\_ For the Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ For the Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### GULF POWER COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

#### CUSTOMER

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Section No. IX  
~~Second~~First Revised Sheet No. 9.76  
Canceling ~~First Revised~~Original Sheet No. 9.76

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

PAGE 1 of 314 of 18	EFFECTIVE DATE May 22, 2007
------------------------	--------------------------------

### **Reserved For Future Use**

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

#### 1. Applicant Information

Name(s): \_\_\_\_\_ Gulf Power Account No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

#### 2. Facility Information

Facility Name/Model: \_\_\_\_\_

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

ISSUED BY: Susan Story

PAGE 2 of 3	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## Reserved For Future Use

(Continued from Application, Sheet No. 9.76)

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

Facility Location: \_\_\_\_\_

Expected In-Service Date: \_\_\_\_\_

### 3. Required Documentation

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

- \_\_\_\_\_ (a) Technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - \_\_\_\_\_ i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - \_\_\_\_\_ ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment interconnecting Distributed Resources with Electric Power Systems; and
  - \_\_\_\_\_ iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
- \_\_\_\_\_ (b) A copy of the inspection report of the local code enforcement agency indicating compliance of the Facility with all applicable local codes;
- \_\_\_\_\_ (c) Proof of insurance, if the Facility's Gross Power Rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator); and
- \_\_\_\_\_ (d) A copy of the lease agreement if the Customer is leasing the Facility from a third party.

PAGE 3 of 3	EFFECTIVE DATE May 22, 2007
----------------	--------------------------------

## **Reserved For Future Use**

(Continued from Application, Sheet No. 9.77)

### **4. Application Fee**

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

### **5. Interconnection Study Charge**

If the Facility's Gross Power Rating exceeds 100 kW (i.e., a Tier 3 generator), the Company may determine, upon reviewing this Interconnection Application, that an interconnection study is necessary. If the Company determines that an interconnection study is necessary, the Customer must provide the Company with an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study.



