



Clay Electric Cooperative, Inc.

April 3, 2009

Mark Futrell
Public Utilities Supervisor
Office of Strategic Analysis and Governmental Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Mr. Futrell:

Enclosed is Clay Electric Cooperative, Inc.'s report to the Florida Public Service Commission as required by Rule 25-6.065 F.A.C. for the calendar year 2008.

Enclosed is a copy of Clay Electric Cooperative, Inc.'s approved tariff sheets 5.3 and 5.31 describing our net-metering program. Also enclosed is copy of Clay's approved tariff sheets 21.0 thru 21.04 displaying our standard interconnection agreement for customer-owned renewable generation systems. These are required by Florida Statutes Chapter 366.91(6).

Chapter 366.92(5) of the Florida Statutes requires all rural electric cooperatives to report on or before April 1, 2009 standards developed to promote, expand, and encourage the use of renewable energy resources and energy conservation and efficiency measures. Seminole Electric Cooperative Inc., will be developing and reporting these standards on behalf of Seminole and its members, one of which is Clay Electric Cooperative, Inc.

Should you have any questions about these filings please do not hesitate to contact me.

Sincerely,

Herman Dyal
Director of Engineering

Customer-Owned Renewable Generation Data Form
(Information as of 12/31/2008)

To satisfy the reporting requirements of the Florida Public Service Commission (FPSC)
Rule 25-6.025(10), Florida Administrative Code

(a) Total number of customer-owned renewable generation interconnections		14	
(b) Total capacity (kW) of interconnected customer-owned renewable generation		57.61 kW	
(c) Total energy (kWh) received, during past year, by interconnected customers from electric utility			
January	4161 kWh	July	10,436 kWh
February	4764 kWh	August	13,857 kWh
March	5301 kWh	September	16,095 kWh
April	4415 kWh	October	12,865 kWh
May	5129 kWh	November	11,724 kWh
June	6253 kWh	December	19,042 kWh
TOTAL FOR YEAR			114,042 kWh
(d) Total customer-owned renewable generation (kWh) delivered, during past year, to electric utility			
January	165 kWh	July	746 kWh
February	374 kWh	August	1161 kWh
March	512 kWh	September	955 kWh
April	573 kWh	October	1874 kWh
May	512 kWh	November	1762 kWh
June	769 kWh	December	2557 kWh
TOTAL FOR YEAR			11,960 kWh
(e) Total dollars paid to interconnected customers for customer-owned renewable generation delivered			
During past year		\$ 764.28	
Since implementation of Rule		\$ 788.82	
(f) Details for <u>EACH</u> individual customer-owned renewable generation interconnection			
215222			
1	Renewable technology utilized	Photovoltaic	
	Gross power rating (kW)	5 kW	
	Geographic location (county)	Clay	
	Date of interconnection	05/31/2007	

	168976	
2	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	2.8 kW
	Geographic location (county)	Alachua
	Date of interconnection	10/15/2007
	339564	
3	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	3.6 kW
	Geographic location (county)	Columbia
	Date of interconnection	1/30/2008
	151923	
4	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	3.28 kW
	Geographic location (county)	Clay
	Date of interconnection	2/13/2008
	557363	
5	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	4.8 kW
	Geographic location (county)	Alachua
	Date of interconnection	5/21/2008
	282844	
6	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	5.04 kW
	Geographic location (county)	Alachua
	Date of interconnection	6/25/2008
	491199	
7	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	4.95 kW
	Geographic location (county)	Clay
	Date of interconnection	6/26/2008

	735215	
8	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	5 kW
	Geographic location (county)	Clay
	Date of interconnection	7/9/2008
	730278	
9	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	2 kW
	Geographic location (county)	Putnam
	Date of interconnection	7/10/2008
	153045	
10	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	5.04 kW
	Geographic location (county)	Clay
	Date of interconnection	8/7/2008
	719409	
11	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	2.1 kW
	Geographic location (county)	Alachua
	Date of interconnection	9/24/2008
	420387	
12	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	5.2 kW
	Geographic location (county)	Clay
	Date of interconnection	9/25/2008
	181335	
13	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	4kW
	Geographic location (county)	Alachua
	Date of interconnection	11/5/2008

	648288	
14	Renewable technology utilized	Photovoltaic
	Gross power rating (kW)	4.8 kW
	Geographic location (county)	Alachua
	Date of interconnection	11/21/2008

w:oserv/doc/rpt to psc/#6 handout renewable gen data from 2008

"Continued from Sheet No. 5.2"

Nothing shall be construed as prohibiting Clay Electric Cooperative, Inc., from collecting from a consumer the total difference in cost for providing underground service instead of overhead service to that consumer.

- C. The Cooperative shall apply the above formula uniformly to residential, commercial and industrial consumers requiring line extensions.
- D. The Cooperative shall calculate an appropriate CIAC for line extensions constructed to serve consumers Who receive service at the primary distribution voltage level and the transmission voltage level. This CIAC Shall be based on the actual or estimated cost of providing the extension less any appropriate credit.
- E. The Cooperative shall use its best judgment in estimating the total amount of revenues and sales which Each line extension is expected to produce in the near future.
- F. The Cooperative may elect to waive the line extension CIAC for consumers, even when a CIAC is found To be owing. If so, the CIAC will be charged to margins.
- G. In cases where larger developments are expected to be served by line extensions, the Cooperative may elect to prorate the total line extension costs and CIACs owed over the number of consumers expected to connect to the new line.
- H. Line extension charges may, at the consumer's request, be collected per month over a ten-year period including appropriate interest.

23. Remote Meter Reading Option:

For those members who desire to have their meter read remotely as a premium service. This service would require the installation of a kilowatt-hour meter equipped with an ERT module that encodes consumption from the meter and transmits this data by radio to a handheld device operated by a meter reader. This option in many locations will allow the member's meter to be read remotely without the meter reader having access to the member's property. Providing this option to a member will be contingent on being able to obtain a reading remotely by a meter reader.

The monthly charge per meter for this service in addition to any other charges for electric service shall be \$3.95.

- 24. The Cooperative will furnish service under the GSD, GSDD/LM, LGSD, LGSDD/LM, HLF, SS, INT, INT-T, and INT-C tariffs at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the consumer shall be furnished and maintained by the consumer. The consumer may request the Cooperative to furnish the additional equipment and facilities, and the Cooperative, at its sole option may furnish, install, operate, and maintain such additional equipment and facilities, charging the consumer for the use thereof at the rate of 1.75% per month of the installed cost of such additional equipment and facilities.

25. Net Metering of Customer-Owned Renewable Generation:

For customers with a renewable generating system that has executed an interconnection agreement with the Cooperative and is eligible for net metering as defined by FPSC Rule 25-6.065, however limited in size to Tier 1 and Tier 2. The system shall be rated at no more than 100 kilowatts (KW) alternating current power output and is primarily intended to offset part or all of the customer's current electrical requirements. The rating of the system cannot exceed 90% of the customer's utility distribution service rating.

A. Metering equipment will be installed by the Cooperative that will be capable of measuring the difference between the energy delivered to the customer and energy generated by the customer and delivered to the Cooperative's electric grid. There will be no additional charge to the customer for this metering equipment.

"Continued to sheet No. 5.31"

"Continued from Sheet No. 5.3"

- B. Monthly meter readings will be taken by the Cooperative on the same cycle as required by the customer's Applicable rate schedule in accordance with the Cooperative's normal billing practices.
 - C. The Cooperative will charge the customer for any energy used by the customer from the Cooperative's electric grid for the entire billing cycle in accordance with the otherwise applicable rate schedule.
 - D. During any billing cycle, excess energy generated by the customer's renewable generation system that is delivered to the Cooperative's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
 - E. Energy credits produced as described in section D above shall accumulate and be used to offset the customer's energy consumption in subsequent months for a period not to exceed twelve months. At the end of each calendar year, the Cooperative will credit the customer (on the first bill of January) for any unused energy credits at an energy rate based on Seminole Electric Cooperative's current QF-1, as available energy tariff.
 - F. Excess energy credits will only be applied to the service and meter behind which the renewable generation system is located. The credit will not be applied to any other accounts of the customer.
 - G. Should a customer leave the Cooperative's system, unused credits for excess energy will be credited to the customer's final bill at an energy rate based on Seminole Electric Cooperative's current QF-1, as-available energy tariff.
 - H. Regardless of whether excess energy is delivered to the Cooperative's electric grid, the customer will be required to pay any charges as determined by the customer's otherwise applicable rate schedule.
26. For the consumers under the GSDT/LM, LGSdT/LM, HLF, INT, or INT-T tariffs, the Cooperative may provide communication service from the meter to the Cooperative if feasible. This option would require installation of a "cell" phone modem in the meter. This option would work in most locations in the Cooperative's service area. Providing this option to a consumer would be contingent on consumer approval and the Cooperative being able to obtain a reading remotely by the "cell" phone modem.
- The consumer would be billed the monthly service costs charged to the Cooperative by the communication carrier. The charge would be included on the bill as an additional facilities charge.

INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

FORM IGRG -1

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this _____ day of _____ 20____, by and between Clay Electric Cooperative, Inc. ("Cooperative") and _____ ("the Customer") located at _____, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 100 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's current electricity requirements.

Whereas, the Customer has requested to interconnect its Renewable Generation System _____ of _____ kW to the Cooperative's electrical service grid at the Customer's presently metered location; and

Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, has a term through December 31, 2045, and which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a customer's premises; and

Whereas, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated _____, which provides the standard interconnection requirements for a customer's RGS installation.

Whereas, the Customer acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Customer desires interconnection and with which Customer desires parallel operation, and

Whereas, the Customer acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Customer from the requirements of this Agreement.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Customer agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.
- 2) The Customer shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the RGS and associated equipment are operated correctly and safely.

"Continued to page 21.01"

“Continued from page 21.0”

FORM IGRG - 1

- 4) The Customer agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Customer shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RSG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the Cooperative access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.
- 5) The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Customer shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Cooperative's systems.
- 7) For an RGS with a capability of ten (10) kW or less, the Customer shall provide and maintain not less than (\$100,000) dollars of Personal Injury and Property Damage Liability Insurance, and for an RGS with a capability of greater than ten (10) kW, the Customer shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 8.) The Customer shall, at the Customer's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will attempt to notify the Customer of its intent to disconnect the RGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.

“Continued to page 21.02”

“Continued from page 21.01”

- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR 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. It is the Customer's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Customer.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Customer and the net energy delivered by the Customer to the Cooperative on a monthly basis. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 12) Once the Cooperative has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, send written notice that parallel operation of the RGS may commence.
- 13) The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 14) The Cooperative may charge a reasonable non-refundable processing fee for interconnection of an RGS.
- 15) The Cooperative has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to :
 - a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - b. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
 - c. Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
 - d. Failure by the Customer to adhere to the terms of this Interconnection Agreement ; and,
 - e. Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.

“Continued to page 21.03”

“Continued from page 21.02”

FORM IGRG - 1

- 16) On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 17) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 18) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 19) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Customer:

If to Cooperative:

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

- 20) Other Special Provisions (*e.g. collection of monthly administrative fees, interconnection/upgrade costs*):

“Continued to page 21.04”

“Continued from page 21.03”

FORM IGRG - 1

21) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Customer: Print Name or Organization (Member) Electric Cooperative, Inc.

By: _____ By: _____
Signature: Authorized Representative Signature

(Print Name and Title) (Print Name and Title)