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July 29, 2008



BY HAND DELIVERY

Mr. Walter Clemence Division of Economic Regulation Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Re: Docket No. 080294-EI

Dear Mr. Clemence:

Enclosed are the updated tariff sheets and Application reflecting the changes discussed during the conference call with Staff on July 24, 2008. Also enclosed are the tariff sheets in legislative format.

Original Sheet 45 Original Sheet 46 Original Sheet 47 Original Sheet 48 Original Sheet 49 Original Sheet 50 Original Sheet 51 Original Sheet 52 Original Sheet 53 Original Sheet 54 Original Sheet 55 Original Sheet 56 Original Sheet 57 Original Sheet 58 Original Sheet 59 Original Sheet 60 Original Sheet 61 Original Sheet 62 Original Sheet 63 Original Sheet 64 Original Sheet 65 Original Sheet 66 Original Sheet 67 Original Sheet 68 Original Sheet 69 Original Sheet 70 Original Sheet 71 Original Sheet 72

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Norman H. Horton, Jr.

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DOCUMENT NUMBER-DAT

NHH:amb Enclosures cc: Docket File Mr. Mark Cutshaw

APPLICATION INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

$\underline{\text{TIER 1}} - 10 \text{ KW}$ or Less

<u>TIER 2</u> – Greater than 10 KW and Less Than or Equal to 100 KW <u>TIER 3</u> – Greater than 100 KW and Less Than or Equal to 2 MW

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

1. Customer Information

Name:			
Mailing Address:			
City:	State:	Zip Cod	e:
Phone Number:	Alternate Phone Nu	mber:	
Email Address:	Fax Number	*	
2. Facility Information			
Facility Location:			
			····-
FPUC Account Number (if available):	<u></u>		
Manufacturers Name/Address:			
Reference or Model Number:			
Serial Number:			
		DOCUMENT NUMB	ER-DATE
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	Page 1 of 2	FPSC-COMMISSI	ON CLERK

3. Facility Rating Information

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

Fuel or Energy Source: _____

Anticipated In- Service Date:

4. Application Fee

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

5. Interconnection Study Fee

For Tier 3 installations that require an interconnection study, as determined by the Company, the Customer will pay \$2000 prior to the initiation of the interconnection study. The total cost to the Customer will not exceed this amount. Should the actual interconnection study cost be less than \$2,000 the customer will be refunded the difference.

6. Required Documentation

Before the Interconnection Agreement may become effective, the Documentation listed in this Section must be provided to the Company by the Customer. The Documentation listed does not need to accompany the Application but must be received before the Interconnection Agreement will be executed by the Company.

- A. Documentation that the installation complies with:
 - 1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - 3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- C. Proof of general liability insurance for Tier 2 generators (\$1,000,000) or Tier 3 generators (\$2,000,000). Not required for Tier 1 generators.
- D. Copy of any lease agreements if the Customer is leasing facility from third party.

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

This agreement made and entered into as of this ____ day of _____,

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

and should be installed and operational by:

- 2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company's electric system.
- 3. The Customer's renewable generation system is described as follows:a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

Issued by: John T. English, President

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

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

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

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

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

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

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

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

9. Manual Disconnect Switch - Inverter-based Tier 1 customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock. Should a main disconnect switch not be installed, removal of the electric meter and disconnection of electric service may be used to isolate the customer owned generation for the electric grid.

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

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

- 11. Administrative Requirements
 - (a) The Company shall maintain on its website a downloadable application for interconnection of customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
 - (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
 - (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
 - (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.
- 12. Net Metering
 - (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
 - (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

12. Net Metering (continued)

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

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

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

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

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

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

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

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

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

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

Company:

Customer:

Issued by: John T. English, President

Original Sheet No. 54

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

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

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY COMPANY

ву:		 	
Title:	<u> </u>	 	
Date:		 	

WITNESS:

CUSTOMER

By: ______ Title: ______ Date: _____

Issued by: John T. English, President

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

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

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

and should be installed and operational by:

_____· ___· ___· ___· -___·

- 2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company's electric system.
- The Customer's renewable generation system is described as follows:
 a. Equipment Manufacturers Name and Address:
 - Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

c. Name Plate Rating (KW and Voltage):

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

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

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

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

Original Sheet No. 57

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

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

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

Issued by: John T. English, President

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

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

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

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

- 11. Administrative Requirements
 - (a) The Company shall maintain on its website a downloadable application for interconnection of customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
 - (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
 - (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
 - (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.
- 12. Net Metering
 - (a) The Company shall enable each customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
 - (b) The Company shall install, at no additional cost to the customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the customer from the investor-owned utility and the electricity generated by the customer and delivered to the investor-owned utility's electric grid.

12. Net Metering (continued)

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

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

Original Sheet No. 61

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

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

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

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

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

Issued by: John T. English, President

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

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

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

Company:

Customer:

Issued by: John T. English, President

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

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

WITNESS:

·, · ·

FLORIDA PUBLIC UTILITIES COMPANY COMPANY

Ву:	······································	
Title:		
Date:		

WITNESS:

CUSTOMER

By: _____ Title: _____ Date:

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

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

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

and should be installed and operational by:

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

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

a. Equipment Manufacturers Name and Address:

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

C. Name Plate Rating (KW and Voltage):

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

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

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

- (a) Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in Section (4).
- (b) Customer-owned renewable generation shall include a utilityinteractive inverter, or other device certified pursuant to Section
 (5) (a) that performs the function of automatically isolating the customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the customer. Prior to initiation of the study, \$2,000 (cost not to exceed \$2,000) will be paid by the customer. Should actual study cost be less than \$2,000, the difference will be refunded to the customer. Additionally, the customer will be responsible for cost associated with any modifications to the Company's system that is identified in the interconnection study.

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

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

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

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

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

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

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

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

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

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

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- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other electric consumers caused by the customer-owned renewable generation as determined by the Company;
- d. Failure of the Customer to maintain the required insurance coverage.
- 11. Administrative Requirements
 - (a) The Company shall maintain on its website a downloadable application for interconnection of customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
 - (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10) and confirmation regarding the requirement of a Tier 3 interconnection study.
 - (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. This will be extended to 90 calendar days if the Company determines that an interconnection study is required.
 - (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

Issued by: John T. English, President

Effective: June 1, 2008

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

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

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

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

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

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

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

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

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

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

Company:

Customer:

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Original Sheet No. 72

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

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

WITNESS:

1. 1º 11

FLORIDA PUBLIC UTILITIES COMPANY COMPANY

By:	 	
Title:	 	
Date:		

WITNESS:

CUSTOMER

By: ______ Title: ______ Date: _____

Issued by: John T. English, President

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Original Sheet No. 45

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FPSC-COMMISSION CLERK

DOCUMENT NUMBER-DATE

Issued by: John T. English, President

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STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED	{	Formatted: Right:
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)	;{	Formatted: Font: Not Bold
This agreement made and entered into as of this day of, by and between		Formatted: Heading 1, Left, Indent: Left: 0", Right: 0"
hereinafter known at the "Customer" and Florida Public Utilities Company hereinafter know as the "Company". This agreement is made in accordance with	Ì	Formatted: Font: Not Bold
Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net Metering of Customer-Owned Renewable Generation and under the terms and conditions as	Ĭ	Formatted: Indent: Left: 0", Right: 0"
approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.	, a caracter of	Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
 The Customer's renewable generation system is within the Company service⁴ territory and is located at: 	A	Formatted: Indent: Left: 0.5", Right: 0"
and should be installed and operational by:		Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
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2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying		Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
that the installation complies with the agreement prior to operating in parallel with the Company's electric system.	e e e e e e e e e e e e e e e e e e e	Formatted: Indent: Left: 0", Right: 0"
3. The Customer's renewable generation system is described as follows: a. Equipment Manufacturers Name and Address:		Formatted: Indent: Left: 0.5", First line: 0", Right: 0", Tabs: 0.94", List tab + Not at 1.44"
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b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.	·	Formatted: Indent: Left: 0.5", Tabs: 0.94", List tab + Not at 1.44"
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c. Name Plate Rating (KW and Voltage):	** *** ***	Formatted: Indent: Left: 0.5", Hanging: 0.44"
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Issued by: John T. English, President

Effective: June 1, 2008

	ard Interconnection Agreement Requirements - To qualify for expedited ction as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C., the	Formatted: Justified, Line spacing: 1.5 lines,
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(b)	Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures	Hanging: 0.56",
	for Equipment Interconnecting Distributed Resources with Electric	Line spacing: 1.5
	Power Systems.	<u></u>
(c)	Comply with UL 1741 (2005) Inverters, Converters, Controllers and	
	Interconnection System Equipment for Use With Distributed Energy	
	Resources.	
(d)	Have a Gross Power Rating that does not exceed 90% of the customer's	
	utility distribution service rating.	
(e)	No. Company Detring of 10 KN and long	
<u>\\</u> /	Have a Gross Power Rating of 10 KW or less.	
<u>(</u> , <u>)</u>	Have a Gross Power Rating of 10 kw or less.	Formatted: Line spacing: 1.5 lines
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Cust	omer Qualifications and Fees - The customer shall comply with the to qualify as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C.: Customer-owned renewable generation shall be considered certified	spacing: 1.5 lines Formatted: Line spacing: 1.5 lines, Tabs: Not at 0.5" 0.88" + 1.17" + 1.5" + 6.3" Formatted: Indent: Left: 0.44'
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- (c) Provided the customer-owned renewable generation equipment complies with Sections (4) and (5)(a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in Section (9).
- (d) Tier 1 customers who request interconnection of customer-owned renewable generation shall not be charged fees in addition to those charged to other retail customers without self-generation, including application fees.

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Issued by: John T. English, President

6. Inspection Requirements - Prior to operating the Customer system in parallel*

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

7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Formatted: Justified, Line spacing: 1.5 lines

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| Issued by: John T. English, President

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

9. Manual Disconnect Switch - Inverter-based Tier 1 customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock. Should a main disconnect switch not be installed, removal of the electric meter and disconnection of electric service may be used to isolate the customer owned generation for the electric grid.

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

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

Issued by: John T. English, President

Effective: June 1, 2008

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11. Administrative Requirements

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

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

Issued by: John T. English, President

Effective: June 1, 2008

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^{12.} Net Metering

Original Sheet No. 51

12. Net Metering (continued)

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

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their customerowned renewable generation equipment. Any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company. Formatted: Line spacing: 1.5 lines Formatted: Line spacing: 1.5 lines, Tabs: Not at 0.5" + 0.88" + 1.17" + 1.5" + 6.3"

Issued by: John T. English, President

Effective: June 1, 2008

Formatted: Indent: Left: 0.31", Hanging: 0.38" 14. Change of Ownership - This agreement shall not be assigned or transferred⁺ without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.

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

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

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

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

Issued by: John T. English, President

Effective: June 1, 2008

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Original Sheet No. 53

Formatted: Retail Purchase of Electricity - "Customer-owned renewable generation"* 19. Justified, Line means an electric generating system located on a customer's premise that is spacing: 1.5 lines, Tabs: Not at 0.42" primarily intended to offset part or all of the customer's electricity + 0.75" + 1.17" + 1.5" + 6.3" requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party. Formatted: Justified, Line 20. The Customer agrees to indemnify and hold harmless the Company, its spacing: 1.5 lines subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it 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. Formatted: 21. Communications, either emergency or routine, related to this agreement or Indent: Left: 0", operation of the installation shall be made to the following parties: First line: 0", Right: 0" Formatted: Company: Indent: Left: 0" Formatted: Indent: Left: 0", First line: 0" Formatted: Indent: Left: 0" Customer: Formatted: Line spacing: 1.5 lines Issued by: John T. English, President Effective: June 1, 2008

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Original Sheet No. 54

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

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this	4	Formatted:
day of		Indent: Left: 0", Right: 0", Tabs:
		0", Left + 6.5", Left

WITNESS:	FLORIDA PUBLIC UTILITIES COMPAN	<u>Y</u>	Formatted:
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	By:	.	Formatted; Underline
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Issued by: John T. English, President

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STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED	Formatted: Right: 0"
TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 KW and Less than or Equal to 100KW)	Formatted: Font: Not Bold
This agreement made and entered into as of this day of,	Formatted: Heading 1, Left, Indent: Left: 0", Right: 0"
hereinafter known at the "Customer" and Florida Public Utilities Company	Formatted: Font:
hereinafter know as the "Company". This agreement is made in accordance with	Formatted: Font: Not Bold
Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net Metering of Customer-Owned Renewable Generation and under the terms and conditions as	Formatted: Font: Not Bold
approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3),	Formatted: Font: Not Bold
F.A.C. 1. The Customer's renewable generation system is within the Company service	Formatted: Indent: Left: 0", Right: 0"
territory and is located at:	Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
and should be installed and operational by:	Formatted: Indent: Left: 0.5", Right: 0"
2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior	Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in	Formatted: Indent: Left: 0", Right: 0"
 parallel with the Company's electric system. 3. The Customer's renewable generation system is described as follows: 	Formatted: Indent: Left: 0", Hanging: 0.5", Right: 0"
a. Equipment Manufacturers Name and Address:	Formatted: Indent: Left: 0", Right: 0"
	Formatted [1]
b. Manufacturers Reference Number, Serial Number, Type, Style,	Formatted [, [2]]
Model, Etc.	Formatted: Bullets and Numbering
· · · · · · · · · · · · · · · · · · ·	Formatted [[3]
c. Name Plate Rating (KW and Voltage):	Formatted [4]
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Issued by: John T. English, President

Effective: June 1, 2008

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	ndard Interconnection Agreement Requirements - To qualify for expedited nection as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C., the	Formatted: Justified, Line spacing: 1.5 lines,
acility	must:	Tabs: 6.5", Right Not at 6.3"
(a)	Comply with IEEE 1547 (2003) Standard for Interconnecting	Formatted:
	Distributed Resources with Electric Power Systems.	Normal, Indent: Left: 0.44",
<u>(b)</u>	Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures	Hanging: 0.56",
	for Equipment Interconnecting Distributed Resources with Electric	Line spacing: 1.5 lines
	Power Systems.	
(c)	Comply with UL 1741 (2005) Inverters, Converters, Controllers and	
	Interconnection System Equipment for Use With Distributed Energy	
	Resources.	
(d)	Have a Gross Power Rating that does not exceed 90% of the customer's	
	utility distribution service rating.	
(e)	Have a Gross Power Rating of greater than 10 KW and less than or	
	equal to 100 KW.	<i>(</i>
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	stomer Qualifications and Fees - The customer shall comply with the ig to qualify as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C.: a) Customer-owned renewable generation shall be considered certified	Formatted: Line spacing: 1.5 line Tabs: Not at 0.5' 0.88" + 1.17" + 1.5" + 6.3"
	for interconnected operation if it has been submitted by a	Formatted:
	manufacturer to a nationally recognized testing and certification	Indent: Left: 0.4 Hanging: 0.56",
	laboratory, and has been tested and listed by the laboratory for	Line spacing: 1. lines, Tabs: Not a
	continuous interactive operation with an electric distribution	0.5" + 0.88" +
	system in compliance with the applicable codes and standards listed	1.17" + 1.5" + 6.3"
	in Section (4).	<u>(</u>
_()	b) Customer-owned renewable generation shall include a utility-	
	interactive inverter, or other device certified pursuant to Section	
	(5)(a) that performs the function of automatically isolating the	
	customer-owned generation equipment from the electric grid in the	
	event the electric grid loses power.	
_((Provided the customer-owned renewable generation equipment complies	
	with Sections (4) and (5)(a), (b), the Company shall not require	
	further design review, testing, or additional equipment other than	
	that provided for in Section (9).	
<u>(</u>	1) Tier 2 customers who request interconnection of customer-owned	
	renewable generation shall be charged a one-time non-refundable	
	application fee of \$350	

application fee of \$350.

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6.	Inspection	Requireme	ents - P	rior	to operat	ing the	Customer	system	in	parallel
with	Company's	electric	system,	the	Customer	will:				

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

7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Formatted: Justified, Line spacing: 1.5 lines Formatted: Justified, Indent:

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Issued by: John T. English, President

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

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

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

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

Issued by: John T. English, President

Effective: June 1, 2008

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11. Administrative Requirements

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

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

Issued by: John T. English, President

Effective: June 1, 2008

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^{12.} Net Metering

Original Sheet No. 60

12. Net Metering (continued)

(c) Meter readings shall be taken monthly on the same cycle as required* under the otherwise applicable rate schedule.

(d) The Company shall charge for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation in accordance with normal billing practices.

(e) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.

(f) Energy credits produced pursuant to Section (12)(e) shall accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.

(g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.

(h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

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

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

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

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

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

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

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Effective: June 1, 2008

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Original Sheet No. 62

Formatted: Retail Purchase of Electricity - "Customer-owned renewable generation"* 19. Justified, Line means an electric generating system located on a customer's premise that is spacing: 1.5 lines, Tabs: Not at 0.42" primarily intended to offset part or all of the customer's electricity + 0.75" + 1.17" + 1.5" + 6.3" requirements with renewable energy. The term "customer-owned renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party. Formatted: Justified, Line 20. The Customer agrees to indemnify and hold harmless the Company, its spacing: 1.5 lines subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it 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. Formatted: 21. Communications, either emergency or routine, related to this agreement or Indent: Left: 0", operation of the installation shall be made to the following parties: First line: 0", Right: Ô۳. Formatted: Company: Indent: Left: 0" Formatted: Indent: Left: 0", First line: 0" Formatted: Indent: Left: 0" Customer: Formatted: Line spacing: 1.5 lines Issued by: John T. English, President Effective: June 1, 2008

Original Sheet No. 63

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

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

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Issued by: John T. English, President

Florida Public Utilities Company Original Sheet No. 64	Formatted: Font:
F.P.S.C. Electric Tariff Second Revised Volume No. L	(Default) Courier New, 10 pt
STANDARD INTECONNECTION AGREEMENT FOR CUSTOMER OWNED	Formatted: Normal, Tabs: 6.5", Right + Not at 7.38"
TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 KW and Less than or Equal to 2 MW)	Formatted: Font: (Default) Courier New, 10 pt
This agreement made and entered into as of this day of .	Field Code Changed
by and between	Formatted: Font:
hereinafter known at the "Customer" and Florida Public Utilities Company hereinafter know as the "Company". This agreement is made in accordance with	(Default) Courier New, 10 pt
	Formatted: Font:
Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net Metering of Customer-Owned Renewable Generation and under the terms and	(Default) Courier New, 10 pt
conditions as approved by the Florida Public Service Commission pursuant to	Deleted: Photovo
Rule 25-6.065(3), F.A.C.	Itaic [1] Formatted [2]
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1. The Customer's renewable generation system is within the Company	Formatted [[4]
service territory and is located at:	Formatted [[5]
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and should be installed and operational by:	Deleted: ¶ [9]
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2. Customer will ensure the installation will meet or exceed all	Formatted [[12]
requirements noted below, will provide the Company with reasonable	Formatted [13]
notification prior to the operation of the system and will assist the Company	Formatted [[14]
in verifying that the installation complies with the agreement prior to	Formatted [[15]
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operating in parallel with the Company's electric system.	Formatted [17]
3. The Customer's renewable generation system is described as follows:	Formatted [18]
	[Formatted [[19]
a. Equipment Manufacturers Name and Address:	Formatted [[20]
	Formatted [[21]
b. Manufacturers Reference Number, Serial Number, Type, Style,	
Model, Etc.	Formatted [[22]
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	Formatted [25]
C. Name Plate Rating (KW and Voltage):	Formatted [26]
•••••••••••••••••••••••••••••••••••••••	Formatted [[27]
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 expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065. F.A.C., the Facility must: (a) Comply with JEEE 1547 (2003) Standard for Interconnecting. Distributed Resources with Electric Power Systems. (b) Comply with JEEE 1547.1 (2005) Standard Conformance Test Procedures. for Equipment Interconnecting Distributed Resources with Electric Power Systems. (c) Comply with JL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Emergy Resources. (d) Have a Gross Power Rating that does not exceed 90% of the customer's utility distribution service rating. (e) Eave a Gross Power Rating of greater than 100 KW and less than or equal to 2 MW. 5. Customer Qualifications and Pees - The customer shall comply with the following to qualify as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C. formatted[0] (a) Customer-owned renewable generation shall be considered certificed for interconnected operation if it has been submitted by a mainfacturer to a nationally recognized testing and certification formatted[1] formatted[2] formatted[3] formatted[4] formatted[6] format	Secor	id Rev	vised Volume No. L		Deleted: Photovoltaic Interconnection
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Issued by: John T. English, President Effective: June 1, 2008

Florida Public Utilities Company

F.P.S.C. Electric Tariff Deleted: Photovoltaic Second Revised Volume No. Interconnection Agreement Deleted: Origina Any such charges shall not be assessed on the Customer without prior l Volume 1 approval of the FPSC as per Rule 25-6.065(4)(h). This agreement Formatted: Header distance from edge: will not be executed until the expansion or other work identified in 0.25" the study has been completed and payment received. Deleted: ¶ <#>Manufacturer (d) Tier 3 customers who request interconnection of customer-owned s Reference Number, Serial renewable generation shall be charged a <u>one-time</u> non-refundable Number, Type, Style, Model, application fee of \$350. Etc.¶ Inspection Requirements - Prior to operating the Customer system in <u>,</u>6. parallel with Company's electric system, the Customer will: Have the customer-owned renewable generation inspected and approved (a) by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes. <#>Name Plate (b) Make provisions that permit the Company to inspect customer-owned Rating (KW and Voltage):¶ renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing customer equipment and protective apparatus in service and the Company shall have the right to have personnel Ĩ <#>During present on the in-service date. If the customer-owned renewable construction and generation system is subsequently modified in order to increase its installation of the SPS, the gross power rating, the Customer must notify the Company by Customer is responsible for submitting a new application specifying the modifications at least compliance with the follow ... [1] 30 days prior to making the modifications. Deleted: <#>¶ (c) Provide for protection of the renewable generating equipment, Formatted: Indent: inverters, protective devices, and other system components from First line: 0" damage from the normal and abnormal conditions and operations that Formatted: Font: (Default) Courier occur on the Company system in delivering and restoring power; and New, 10 pt is responsible for ensuring that customer-owned renewable generation Formatted: Font: (Default) Courier equipment is inspected, maintained, and tested in accordance with New, 10 pt the manufacturer's instructions to ensure that it is operating Formatted: Font: (Default) Courier correctly and safely. New, 10 pt Indemnity for Loss to Third Parties - The Customer shall hold harmless 7. and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss Deleted: & CEO occurs due to the negligent actions of the Company. The Company shall hold Deleted: April 1, 2002 Issued by: John T. English, President, Effective: June 1, 2008,

harmless and indemnify the Customer for all loss to third parties resulting⁴ from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer.

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

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

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

<u>a.</u> Emergencies or maintenance requirements on the <u>Company's electric</u> system;

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

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Florida Public Utilities Company

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c. Adverse electrical effects, such as power quality problems, on		Deleted: Origina
the electrical equipment of the Company's other electric	۰. ۱	Formatted:
consumers caused by the customer-owned renewable generation as	Ň, I	Bottom: 0.63", Footer distance from
determined by the Company;		edge: 0.35"
d. Failure of the Customer to maintain the required insurance		Deleted: manufac turers
coverage.		guidelines must be followed to
		insure the
11. Administrative Requirements		system is operating
(a) The Company shall maintain on its website a downloadable	ļ	properly, safely and is
application for interconnection of customer-owned renewable		adequately protected
generation, detailing the information necessary to execute the		during both
Standard Interconnection Agreement. Upon request the Company		normal and abnormal
shall provide a hard copy of the application within 5 business		operating conditions.
		Should any modification,
<u>days.</u> (b) Within 10 business days of receipt of the <u>Customer's application</u> .		component replacement or
(b) within it business days of receipt of the Enstement's apprication, the Company shall provide written notice that it has received all		operational
		problem occur, the Customer
documents required by the Standard Interconnection Agreement or		must notify the Company and
indicate how the application is deficient. Within 10 business		allow its representa [1]
days of receipt of a completed application, the Company shall		Formatted: Indent:
provide written notice verifying receipt of the completed		Hanging: 0.38"
application. The written notice shall also include dates for any		Formatted: Font: (Default) Courier
physical inspection of the customer-owned renewable generation		New, 10 pt
necessary for the Company to confirm compliance with Sections (4)		Formatted: Indent: Left: 0.38",
through (10) and confirmation regarding the requirement of a Tier		Hanging: 0.31"
3 interconnection study.	/ ///	Formatted: Font:
(c) The Standard Interconnection Agreement shall be executed by the	//////	(Default) Courier New, 10 pt
Company within 30 calendar days of receipt of a completed		Formatted: Indent:
application. This will be extended to 90 calendar days if the	$\setminus W$	Left: 0.5", Hanging: 0.38"
Company determines that an interconnection study is required.	$\backslash $	Formatted [[2]
(d) The Customer must execute the Standard Interconnection Agreement*	\mathcal{N}	Formatted [[3]
and return it to the Company at least 30 calendar days prior to		Formatted [[4]
beginning parallel operations and within one year after the	1	Formatted [5]
utility executes the Agreement. All physical inspections must be		Formatted: Indent: Left: 0.5", Right:
completed by the Company within 30 calendar days of receipt of		0"
the Customer's executed Standard Interconnection Agreement. If /	11	
the inspection is delayed at the Customer's request, the Customer /	1	
shall contact the utility to reschedule an inspection. The	//	
Company shall reschedule the inspection within 10 business days	,	Deleted: & CEOApril 1,
of the Customer's request.	/	2002 [6]
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Original Sheet No. 69-Formatted: Tabs: Florida Public Utilities Company 6.5", Right + Not at F.P.S.C. Electric Tariff. 7.38" Second Revised Volume No. Deleted: Photovoltaic Interconnection Agreement 12. Net Metering (a) The Company shall enable each customer-owned renewable generation Deleted: Origina 1 Volume 1 facility interconnected to the investor-owned utility's electrical Formatted: Left: grid pursuant to this rule to net meter. 1", Right: 1", Top: 0.64", Bottom: (b) The Company shall install, at no additional cost to the customer, 0.63", Header distance from edge: metering equipment at the point of delivery capable of measuring 0.19", Footer the difference between the electricity supplied to the customer distance from edge: 0.34" from the investor-owned utility and the electricity generated by Deleted: <#>emer the customer and delivered to the investor-owned utility's electric gencies, maintenance or safetv grid. requirements. (c) Meter readings shall be taken monthly on the same cycle as required <#>Hazardous, disruptive or under the otherwise applicable rate schedule. adverse conditions on (d) The Company shall charge for electricity used by the customer in the Company's system caused excess of the generation supplied by customer-owned renewable by the operation of generation in accordance with normal billing practices. the Customers (e) During any billing cycle, excess customer-owned generating or renewable protective generation delivered to the Company's electric grid shall be equipment associated with credited to the Customer's energy consumption for the next month's the installation ¶ <#>Failure ... [1] billing cycle. (f) Energy credits produced pursuant to Section (12)(e) shall Formatted ([2] Formatted: Font: accumulate and be used to offset the customer's energy usage in (Default) Courier subsequent months for a period of not more than twelve months. At New, 10 pt the end of each calendar year, the Company shall pay the Customer Formatted: Indent: Left: 0.5", for any unused energy credits at an average annual rate based on Hanging: 0.38" Formatted: Font: the Company's COG-1, as-available energy tariff. (Default) Courier (g) When a Customer leaves the system, that Customer's unused credits New, 10 pt for excess kWh generated shall be paid to the Customer at an Formatted: Indent: Left: 0.5" average annual rate based on the Company's COG-1, as-available Formatted: Font: energy tariff. (Default) Courier New, 10 pt (h) Regardless of whether excess energy is delivered to the Company's electric grid, the customer shall continue to pay the applicable customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the Formatted: Indent: Left: 0". generation supplied by customer-owned renewable generation at the Formatted: Right: Company's otherwise applicable rate schedule. The Customer may at 0", Tabs: 6.5", Right + Not at their sole discretion choose to take service under the Company's 7.38" standby or supplemental service rate, if available. Deleted: & CEO Deleted: April

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

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

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

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

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

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

Photovoltaic Interconnection Agreement Deleted: Origina 1 Volume 1 Formatted: Bottom: 0.81" Deleted: ¶ IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this day of ٩ Ŧ ATTEST: . . FLORIDA PUBLIC UTILITIES COMPANY ...Ву:Date: ATTEST: Cus TOMERBy: ...Title:Date: ¶. Formatted: Font: (Default) Courier

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

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

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

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

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

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

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