Susan D. Ritenour Secretary and Treasurer and Regulatory Manager One Energy Place Pensacola, Florida 32520-0781

Tel 850.444.6231 Fax 850.444.6026 SDRITENO@southernco.com



AUG 25 PM 1:4

August 22, 2008

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

Dear Ms. Cole:

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

In response to Staff's e-mail on August 21, 2008, Gulf Power Company respectfully submits the attached, revised Standard Interconnection Agreements for Customer-Owned Renewable Generation Systems and revisions to tariff sheets ii, iii, iv, v, 4.2, 4.16, and 9.1. These revised versions replace the revised sheets filed on July 30, 2008.

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

Sincerely,

Susan D. Ritenous

lw

Enclosures

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

COM	
(ECR)	
GCL	2
OPC	
RCP	
SSC	
SGA	
ADM	
CLK	

OCCUMENT NUMBER -DATE O 7 6 9 7 AUG 25 8 FPSC-COMMISSION CLERK

Composite Exhibit A

## **Tariff Sheet**

.



Twenty-Fifth Revised Sheet No. ii Canceling Twenty-Fourth Revised Sheet No. ii

### TABLE OF CONTENTS



<u>Section</u>	Description
Section I	Description of Territory Served
Section II	Miscellaneous
Section III	Technical Terms and Abbreviations
Section IV	Rules and Regulations
Section V	List of Communities Served
Section VI	Rate Schedules
	RS - Residential Service   GS - General Service - Non-Demand   GSD - General Service - Demand   LP - Large Power Service   PX - Large High Load Factor Power Service   OS - Outdoor Service   STORM Ivan Deficit Cost Recovery   BB - Budget Billing (Optional Rider)   CR - Cost Recovery Clause - Fossil Fuel & Purchased Power   PPCC - Purchased Power Capacity Cost Recovery Clause   ECR - Environmental Cost Recovery Clause   EC - Cost Recovery Clause - Energy Conservation   FLAT-1 Residential/Commercial FlatBill   GSTOU General Service Time-of-Use Conservation (Optional)   GSDT - General Service - Demand - Time-of-Use Conservation (Optional)   GSDT - General Service - Time-of-Use Conservation (Optional)   LPT - Large Power Service - Time-of-Use Conservation (Optional)   RSDT - Large High Load Factor Power Service   Standby and Supplementary Service - Time-of-Use Conservation (Optional)   PXT - Large Protection   RSVP - Residential Service Variable Pricing   SP - Surge Protection
ISSUED BY: Sus	an Story



Seventeenth Revised Sheet No. iii Canceling Sixteenth Revised Sheet No. iii

# TABLE OF CONTENTS (continued)



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



Third Revised Sheet No. iv Canceling Second Revised Sheet No. iv

## TABLE OF CONTENTS (continued)



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



Original Sheet No. v

## TABLE OF CONTENTS (continued)

Roy	EFFECTIVE DATE
-----	----------------

### Section

### **Description**

Section IX Cogeneration Rate Schedules (continued)

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

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



Section No. IV Eighth Revised Sheet No. 4.2 Canceling Seventh Revised Sheet No. 4.2



(Continued from Index, Sheet No. 4.1)

### Part IV Billing and Metering Regulations

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



Section No. IV Third Revised Sheet No. 4.16 Canceling Second Revised Sheet No. 4.16



4.2 (continued)

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

- 4.3 Deleted.
- 4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.
  - 4.4.1 <u>Net Metering of Customer-Owned Renewable Generation</u> For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

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

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

- 4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.
- 4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.
- 4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when



Section No. IX Fifth Revised Sheet No. 9.1 Canceling Fourth Revised Sheet No. 9.1

### **INDEX TO SCHEDULES**

EFFECTIVE DATE
----------------

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



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



### **Reserved For Future Use**

• .

.

ISSUED BY: Susan Story

÷



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



**Reserved For Future Use** 



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



**Reserved For Future Use** 



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



**Reserved For Future Use** 



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

PAGE	EFFECTIVE DATE
and the second	

**Reserved For Future Use** 



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



**Reserved For Future Use** 



Section No. IX Third Revised Sheet No. 9.47 Canceling Second Revised Sheet No. 9.47

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

PAGE EFFECTIVE DATE

within

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

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_

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

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

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

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



Section No. IX Third Revised Sheet No. 9.48 Canceling Second Revised Sheet No. 9.48

PAGE EFFECTIVE DATE 22019

(Continued from Tier 1, Sheet No. 9.47)

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

### 2. Interconnection Application

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

### 3. Construction Codes and Standards

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

### 4. Inspection Requirements

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



Section No. IX Third Revised Sheet No. 9.49 Canceling Second Revised Sheet No. 9.49

BAGE EFFECTIVE DATE

(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.



Section No. IX Third Revised Sheet No. 9.50 Canceling Second Revised Sheet No. 9.50

PAGE EFFECTIVE DATES

(Continued from Tier 1, Sheet No. 9.49)

### 5. Modifications/Additions to the Facility

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

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

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

### 7. Indemnity for Loss to Third Parties

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



Section No. IX Third Revised Sheet No. 9.51 Canceling Second Revised Sheet No. 9.51

PAGE: LETTECTIVE DATE Stol. D

(Continued from Tier 1, Sheet No. 9.50)

### 8. Customer Insurance

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

### 9. Manual Disconnect Switch

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

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

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

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



Section No. IX Third Revised Sheet No. 9.52 Canceling Second Revised Sheet No. 9.52

PAGE EFFECTIVE DATE: 6'019

(Continued from Tier 1, Sheet No. 9.51)

### 11. Net Metering

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

### 12. Renewable Energy Certificates

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

### 13. Administrative Requirements

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



Section No. IX Third Revised Sheet No. 9.53 Canceling Second Revised Sheet No. 9.53

PAGE EFFECTIVE DATE

(Continued from Tier 1, Sheet No. 9.52)

design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

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

### 14. Change in Facility Ownership

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

### 15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service



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

PAGE EFFECTIVE DATE

(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

### 16. Dispute Resolution

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

### 17. Amendments to Public Service Commission Rules

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

### 18. Incorporation of Company Tariff

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

### 19. <u>Termination</u>

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

### 20. Entire Agreement

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

### 21. No Extension of Credit

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

P	LF COMPANY	Section No. IX Second Revised Sheet No. 9.55 Canceling First Revised Sheet 9.55
		PAGE 9 OF B
(Contin	ued from Schedule T	er 1, Sheet No. 9.54)
22.	Official Notificatio	n
		making emergency or other communication relating to the operation of the provisions of this agreement, the parties designate the following ication:
	For the Company:	
	For the Customer:	
	GULF POWER CO	
	By:	
	Title	
	Data	
	• 44 44	
	CUSTOMER	
	Ву:	(Signature)
	(P	rint or Type Name)
	Title:	
	Date:	
ISSU	ED BY: Susan Story	



Section No. IX Second Revised Sheet No. 9.56 Canceling First Revised Sheet No. 9.56

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

PAGE A HERTEANVEDIATE

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

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_

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

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

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

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



Section No. IX Second Revised Sheet No. 9.57 Canceling First Revised Sheet No. 9.57

PAGE EFFECTIVE DATE

(Continued from Tier 2, Sheet No. 9.56)

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

### 2. Interconnection Application

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

### 3. Construction Codes and Standards

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

### 4. Inspection Requirements

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



Section No. IX Second Revised Sheet No. 9.58 Canceling First Revised Sheet No. 9.58

PAGE EFFECTIVE DATE 3 OF TO

(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.



Section No. IX Second Revised Sheet No. 9.59 Canceling First Revised Sheet No. 9.59

PAGE EFFECTIVE DATE 1

(Continued from Tier 2, Sheet No. 9.58)

### 5. Modifications/Additions to the Facility

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

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

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

### 7. Indemnity for Loss to Third Parties

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



Section No. IX Second Revised Sheet No. 9.60 Canceling First Revised Sheet No. 9.60

PAGE EFFECTIVEDATE

(Continued from Tier 2, Sheet No. 9.59)

### 8. Customer Insurance

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

### 9. <u>Manual Disconnect Switch</u>

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

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

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

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



Section No. IX Second Revised Sheet No. 9.61 Canceling First Revised Sheet No. 9.61

PAGE DEFFECTIVE DATE

(Continued from Tier 2, Sheet No. 9.60)

### 11. Standard Application Fee

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

### 12. Net Metering

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

### 13. Renewable Energy Certificates

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

### 14. Administrative Requirements

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



Section No. IX Third Revised Sheet No. 9.62 Canceling Second Revised Sheet No. 9.62

PAGE EFFECTIVE DATE

(Continued from Tier 2, Sheet No. 9.61)

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

### 15. Change in Facility Ownership

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



Section No. IX Third Revised Sheet No. 9.63 Canceling Second Revised Sheet No. 9.63

PAGES SEFERINGDATE BOT (I

(Continued from Tier 2, Sheet No. 9.62)

### 16. Retail Purchase of Electricity

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

### 17. Dispute Resolution

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

### 18. Amendments to Public Service Commission Rules

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

### 19. Incorporation of Company Tariff

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

### 20. Termination

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



Section No. IX Third Revised Sheet No. 9.64 Canceling Second Revised Sheet No. 9.64

PAGE EFFECTIVE DATE 9 of 10

(Continued from Tier 2, Sheet No. 9.63)

### 21. Entire Agreement

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

### 22. No Extension of Credit

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





Section No. IX Second Revised Sheet No. 9.66 Canceling First Revised Sheet No. 9.66

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

PAGE (EFFECTIVE DATE)

within

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

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_

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

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 100 kW and less than or equal to 2 MW.

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

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



Section No. IX Third Revised Sheet No. 9.67 Canceling Second Revised Sheet No. 9.67

PAGE EFFECTIVE DATE

(Continued from Tier 3, Sheet No. 9.66)

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

### 2. Interconnection Application

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

### 3. Construction Codes and Standards

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

### 4. Inspection Requirements

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


Section No. IX Third Revised Sheet No. 9.68 Canceling Second Revised Sheet No. 9.68

PAGE EFFECTIVEDATE

(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.



Section No. IX Third Revised Sheet No. 9.69 Canceling Second Revised Sheet 9.69

PAGE EFFECTIVE DATE

(Continued from Tier 3, Sheet No. 9.68)

## 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

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

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

## 7. Indemnity for Loss to Third Parties

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



Section No. IX Second Revised Sheet No. 9.70 Canceling First Revised Revised Sheet No. 9.70

PAGES EFFECTIVEDATE

(Continued from Tier 3, Sheet No. 9.69)

## 8. Customer Insurance

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

#### 9. <u>Manual Disconnect Switch</u>

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

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

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

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



Section No. IX Third Revised Sheet No. 9.71 Canceling Second Revised Sheet No. 9.71

PAGE EFFECTIVEDATE

(Continued from Tier 3, Sheet No. 9.70)

## 11. Application Fee and Interconnection Study Charge

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

## 12. Net Metering

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

## 13. Renewable Energy Certificates

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

## 14. Administrative Requirements

a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the



Section No. IX Third Revised Sheet No. 9.72 Canceling Second Revised Sheet No. 9.72

PAGE EFFECTIVE DATE

(Continued from Tier 3, Sheet No. 9.71)

Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

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

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



Section No. IX Third Revised Sheet No. 9.73 Canceling Second Revised Sheet No. 9.73

PAGE EFFECTIVEDATE BOISTO

(Continued from Tier 3, Sheet No. 9.72)

## 15. Change in Facility Ownership

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

## 16. Retail Purchase of Electricity

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

## 17. Dispute Resolution

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

## 18. Amendments to Public Service Commission Rules

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



Section No. IX Third Revised Sheet No. 9.74 Canceling Second Revised Sheet No. 9.74

PAGE EFFECTIVEDATE 9 of 10

(Continued from Tier 3, Sheet No. 9.73)

## 19. Incorporation of Company Tariff

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

#### 20. <u>Termination</u>

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

#### 21. Entire Agreement

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

## 22. No Extension of Credit

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





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

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

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

## 1. Applicant Information

Na	me(s):		_ Gulf Power Account No.:
Mai	iling Address:		.,
City	y:	· · · · · · · · · · · · · · · · ·	Zip Code:
Stre	eet Address (if different):		
Day	ytime Phone:	Fax:	Email:
2. <b>Fac</b>	cility Information		
Fac	cility Name/Model:		·····.
Fac	cility fuel or energy source (e.g	., wind, solar, othe	er)



Section No. IX Second Revised Sheet No. 9.77 Canceling First Revised Sheet No. 9.77



(Continued from Application, Sheet No. 9.76)

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

Facility Location:

Expected In-Service Date: \_

#### 3. Required Documentation

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

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



Section No. IX Second Revised Sheet No. 9.78 Canceling First Revised Sheet No. 9.78



(Continued from Application, Sheet No. 9.77)

## 4. Application Fee

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

## 5. Interconnection Study Charge

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

Legislative Format

٠

.



<u>Twenty-Fifth</u>Twenty-Fourth Revised Sheet No. ii Canceling <u>Twenty-Fourth</u>Twenty-Third Revised Sheet No. ii

## TABLE OF CONTENTS



Section	Description		
Section I	Description of Territory Served		
Section II	Miscellaneous		
Section III	Technical Terms and Abbreviations		
Section IV	Rules and Regulations		
Section V	List of Communities Served		
Section VI	Rate Schedules		
	RS   - Residential Service     GS   - General Service - Non-Demand     GSD   - General Service - Demand     LP   - Large Power Service     PX   - Large High Load Factor Power Service     OS   - Outdoor Service     STORM   Ivan Deficit Cost Recovery     BB   - Budget Billing (Optional Rider)     CR   - Cost Recovery Clause - Fossil Fuel & Purchased Power     PPCC   - Purchased Power Capacity Cost Recovery Clause     ECR   - Environmental Cost Recovery Clause     =-   - Billing Adjustments and Payment of Bills     ECC   - Cost Recovery Clause - Energy Conservation     FLAT-1   - Residential/Commercial FlatBill     GSTOU   - General Service Time-of-Use Conservation (Optional)     GSDT   - General Service - Time-of-Use Conservation (Optional)     ILPT   - Large Power Service - Time-of-Use Conservation (Optional)     PXT   - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)     PXT   - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)     SBS   - Standby and Supplementary Service     ISS   - Interruptible Standby Service     RSVP   - Resi		
ISSUED BY: Susan Story			



<u>Seventeenth</u>Sixteenth Revised Sheet No. iii Canceling <u>Sixteenth</u>Fifteenth Revised Sheet No. iii

## TABLE OF CONTENTS (continued)

PAGE 2 EFFECTIV	E DATE
-----------------	--------

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



<u>Third</u>Second Revised Sheet No. iv Canceling <u>Second</u>First Revised Sheet No. iv

# TABLE OF CONTENTS (continued)

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

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



Section No. IV EighthSeventh Revised Sheet No. 4.2 Canceling SeventhSixth Revised Sheet No. 4.2



(Continued from Index, Sheet No. 4.1)

#### Part IV **Billing and Metering Regulations**

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

ISSUED BY: Susan Story Travis Bowdon



Section No. IV <u>Third</u>Second Revised Sheet No. 4.16 Canceling <u>Second</u>First Revised Sheet No. 4.16



#### 4.2 (continued)

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

- 4.3 Deleted.
- 4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.
  - 4.4.1 Net Metering of Customer-Owned Renewable Generation For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

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

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

- 4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.
- 4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.
- 4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when



Section No. IX <u>FifthFourth</u> Revised Sheet No. 9.1 Canceling <u>FourthThird</u> Revised Sheet No. 9.1

## **INDEX TO SCHEDULES**

EFFECT	VE DATE 1, 2007
CLASSIFICATION	SHEET NO.
Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)	9.2
Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities	9.8
Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility	9.19
Form 12 – Application for Interconnection of Customer-Owned Generation	9.33
Standard Interconnection Agreement	9.35
Standard Interconnection Agreement for Small Photovoltaic Systems	<del></del>
Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)	9.47
Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)	9.56
Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)	9.66
Standard Interconnection Application for Customer-Owned Renewable Generation Systems	9.76
Schedule REF-1 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities	9.81
Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility	9.97



Section No. IX <u>First Revised</u>Original Sheet No. 9.41 <u>Canceling Original Sheet No. 9.41</u>

## STANDARD INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC SYSTEMS

AGE June 28, 2002
-------------------

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect
with the small photovoltaic system (SPS) as defined under-Rule 25-6.065, F.A.C. installed and
ewned by, the "Customer", under the terms and
conditions of this interconnection agreement as approved by the Florida Public Service
Commission pursuant to Rule 25-6.065(2), F.A.C.
<del>1. – <u>Facility</u></del>
The Customer's SPS-installation, hereinafter referred to, as the "Facility" is located at
, within the Company's
service area. The Customer intends to have its Facility installed and operational on or
about,,, The Customer will provide the Company with
reasonable notification prior to the initial operation of the Facility and will cooperate with the
Company to verify that the terms of this agreement have been completely adhered to
before the Facility is allowed to operate in parallel with the Company's electric system.
2. <u>Construction Codes and Standards Requirements</u>
a. During the operation of the Facility, the Customer is responsible for assuring that the
Facility achieve and maintain compliance with the following codes and standards:
i. UL Standard 1741, entitled "Standard for Safety for Static Invertors and Charge
Controllors for use in Photovoltaic Systems", dated January 17,-2001,
Modules and Panels", dated August 1, 1986,
Reserved For Future Use

ISSUED BY: Susan StoryTom Fanning



Section No. IX <u>First Revised</u>Original Sheet No. 9.42 <u>Canceling Original Sheet No. 9.42</u>

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

(Continued from Sheet No. 9.41)

iii. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996.

Photovoltaic (PV) Systems", dated April 3, 2000, and

v. All-applicable city, county, state, and federal construction codes and standards.

b. The contractor/constructor that installs or modifies the components of the SPS must complete and sign Gulf Power Company Form 28 to certify that the system is installed in compliance with the applicable codes and standards as referenced above.

#### 3. Inspection Requirements

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

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



Section No. IX <u>First Revised</u>Original Sheet No. 9.43 <u>Canceling Original Sheet No. 9.43</u>



(Continued from Sheet No. 9.42)

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

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

4. Metering and Disconnect Switch Requirements

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

## **Reserved For Future Use**

ISSUED BY: Susan StoryTom Fanning



Section No. IX <u>First Revised</u>Original Sheet No. 9.44 <u>Canceling Original Sheet No. 9.44</u>

EFFECTIVE DATE	
----------------	--

(Continued from Sheet No. 9.43)

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

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

5. Costs, Foos, and Charges

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

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

ISSUED BY: Susan Story Tom Fanning



Section No. IX <u>First Revised</u>Original Sheet No. 9.45 <u>Canceling Original Sheet No. 9.45</u>

PAGE	

(Continued from Sheet No. 9.44)

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

6. Insurance Requirements

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

7. Indomnification

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

**Reserved For Future Use** 

ISSUED BY: Susan Story Tom Fanning

SOUTHERN COMPANY	Section No. IX <u>First Revised</u> Original Sheet No. 9.46 <u>Canceling Original Sheet No. 9.46</u>
	PAGE EFFECTIVE DATE June 28, 2002
ontinued from Sheet No. 9.45	<del>)</del>
8 Official Notification	
For the purpose (	of making omorgoncy or other communication relating to the
operation of the Facility	y under the provisions of this agreement, the parties designate the
following people for sa	
For the Company:	
For the Customer:	
	DF, the Customer and the Company execute this Agreement
udy of	,,, _,
ATTEST:	GULF POWER COMPANY
	<del>By:</del>
	Date:
<del>ATTEST:</del>	THE CUSTOMER
	<u>By:</u>



Section No. IX <u>ThirdSecond</u> Revised Sheet No. 9.47 Canceling <u>Second</u>First Revised Sheet No. 9.47

EFFECTIVE DATE

within

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

## **Reserved For Future Use**

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

1. Facility Requirements

The Customer's Facility is located at

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

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

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

ii. is 10kW or less.

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

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

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

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.48 Canceling <u>SecondFirst</u> Revised Sheet No. 9.48

PAGE EFFECTIVE DATE

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.47)

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

- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment my be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.
- 2. Interconnection Application
  - In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.
- 3. Construction Codes and Standards
- Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. Inspection Requirements

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.49 Canceling <u>Second</u>First Revised Sheet No. 9.49

PAGE EFFECTIVE DATE 3\*of 9. May 22, 2007

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.



Section No. IX <u>Third</u>Second Revised Sheet No. 9.50 Canceling <u>SecondFirst</u> Revised Sheet No. 9.50

PAGE EFFECTIVE-DATE May-22-2007

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.49)

## 5. Modifications/Additions to the Facility

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

## 6. Responsibility for Facility Components

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

## 7. Indemnity for Loss to Third Parties

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.51 Canceling <u>Second</u>First Revised Sheet No. 9.51

PAGE EFFECTIVE DATE 5 01-8 May -22, 2007

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.50)

## 8. Customer Insurance

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

## 9. Manual Disconnect Switch

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

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

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

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.52 Canceling <u>Second</u>First Revised Sheet No. 9.52

PAGE EFFECTIVE DATE 6 of 9 May 22, 2007

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.51)

11. Net Metering

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

## 12. Renewable Energy Certificates

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

## 13. Administrative Requirements

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

b. The Company will execute this Standard Interconnection Agreement within thirty (30)
<u>calendar days of receiving the Customer's completed Interconnection Application. A</u>
<u>completed Interconnection Application shall consist of the Interconnection Application</u>
<u>itself, a copy of the inspection report of the local code enforcement agency indicating</u>
<u>compliance with Section 4(a) of this Standard Interconnection Agreement, technical</u>
**ISSUED BY:** Susan Story



Section No. IX <u>Third</u>Second Revised Sheet No. 9.53 Canceling <u>Second</u>First Revised Sheet No. 9.53

PAGE EFFECTIVE DATE

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.52)

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

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

## 15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service



Section No. IX <u>Second</u>First Revised Sheet No. 9.54 Canceling <u>First Revised</u>Original Sheet No. 9.54

PAGE EFFECTIVE DATE <u>8'of 9</u>

## **Reserved For Future Use**

(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

## 16. Dispute Resolution

- Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).
- 17. Amendments to Public Service Commission Rules
- In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

## 18. Incorporation of Company Tariff

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

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

## 21. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.
LF A OWER HERN COMPANY	Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.55 Canceling <u>First Revised</u> Original Sheet No. 9.55
	PAGES SEFFECTIVE DATE 9 of 9
Rea	served For Future Use
ued from Schedule Tier 1, Sh	<u>eet No. 9.54)</u>
Official Notification	
	emergency or other communication relating to the operation of visions of this agreement, the parties designate the following
For the Company:	
For the Customer:	
GULF POWER COMPANY	
<u>Ву:</u>	
Title:	
Date:	
Attest:	
<u>CUSTOMER</u>	
By:	
(Signa	ature)
(Print or Ty	vpe Name)
<u>Title:</u>	
Date:	



Section No. IX <u>Second</u>First Revised Sheet No. 9.56 Canceling <u>First Revised</u>Original Sheet No. 9.56

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

### PAGE EFFECTIVE DATE 100100 May-222-2007

# **Reserved For Future Use**

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

1. Facility Requirements

The Customer's Facility is located at

within the

Company's service area. The Customer intends to have its Facility installed and operational on or about

- a. To gualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
- ii. is greater than 10 kW and less than or equal to 100 kW.
  - The Facility's Gross Power Rating is
- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.57 Canceling <u>First RevisedOriginal</u> Sheet No. 9.57

PAGE EFFECTIVE DATE 2/01/10 May 22, 2007

# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.56)

- iii UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.
- 2. Interconnection Application
- In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the Customer's request the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.
- 3. Construction Codes and Standards
- Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. Inspection Requirements

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



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.58 Canceling <u>First Revised</u>Original Sheet No. 9.58



# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
  - e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-pwned property located on the Customer's premises.



Section No. IX <u>Second</u>First Revised Sheet No. 9.59 Canceling <u>First RevisedOriginal</u> Sheet No. 9.59



# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.58)

### 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
  - b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.
- 6. Responsibility for Facility Components
  - The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

### 7. Indemnity for Loss to Third Parties

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

ISSUED BY	': Susa	n Story
-----------	---------	---------

•

.



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.60 Canceling <u>First Revised</u>Original Sheet No. 9.60

PAGES EFFECTIVEDATE <u>5 of <10</u> May 22: 2007

# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.59)

### 8. Customer Insurance

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

### 9. Manual Disconnect Switch

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

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

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

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



Section No. IX SecondFirst Revised Sheet No. 9.61 Canceling First RevisedOriginal Sheet No. 9.61

PAGE LEFECTIVE DATE

# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.60)

### 11. Standard Application Fee

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

#### 12. Net Metering

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

### 13. Renewable Energy Certificates

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

#### 14. Administrative Requirements

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.62 Canceling <u>Second</u>First Revised Sheet No. 9.62

PAGE EFFECTIVE DATE

# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.61)

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

### 15. Change in Facility Ownership

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.63 Canceling <u>Second</u>First Revised Sheet No. 9.63

PAGE EFFECTIVE DATE 8:01/10 May 22, 2007

# **Reserved For Future Use**

(Continued from Tier 2, Sheet No. 9.62)

### 16. Retail Purchase of Electricity

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

### 17. Dispute Resolution

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

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

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

### 19. Incorporation of Company Tariff

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

#### 20. Termination

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



Section No. IX <u>ThirdSecond</u> Revised Sheet No. 9.64 Canceling <u>SecondFirst</u> Revised Sheet No. 9.64

PAGES EFFECTIVE-DATE

(Continued from Tier 2, Sheet No. 9.63)

### 21. Entire Agreement

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

### 22. No Extension of Credit

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



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.65 Canceling <u>First Revised</u>Original Sheet No. 9.65

PAGE EFFECTIVE DATE

### **Reserved For Future Use**

(Continued from	n Tier 2,	Sheet No.	9.64)

23. Official Notification

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

For the Company:

For the Customer:

### GULF POWER COMPANY

<u>By:</u>\_\_\_\_\_

Title:

Date:

Attest:

#### **CUSTOMER**

By:

(Signature)

(Print or Type Name)

Title:

Date:



Section No. IX <u>SecondFiret</u> Revised Sheet No. 9.66 Canceling <u>First Revised</u>Original Sheet No. 9.66

PAGE SELECTIVE DATE

within

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

### **Reserved For Future Use**

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

1. Facility Requirements

The Customer's Facility is located at

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

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
    - ii. is greater than 100 kW and less than or equal to 2 MW.
      - The Facility's Gross Power Rating is
- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.67 Canceling <u>Second</u>First Revised Sheet No. 9.67

20110 May 22, 2007

### **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.66)

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

### 2. Interconnection Application

- In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.
- 3. Construction Codes and Standards
  - Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.
- 4. Inspection Requirements
  - a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.



Section No. IX <u>Third</u>Second Revised Sheet No. 9.68 Canceling <u>Second</u>First Revised Sheet No. 9.68

PAGE EFFECTIVE DATE

# **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
  - e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.



Section No. IX <u>Third</u>Second Revised Sheet No. 9.69 Canceling <u>Second</u>First Revised Sheet No. 9.69

A of 10

# **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.68)

5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.
- 6. Responsibility for Facility Components
  - The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 7. Indemnity for Loss to Third Parties
  - a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
  - b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.70 Canceling <u>First RevisedOriginal</u> Sheet No. 9.70

PAGE EFFECTIVE DATE

# **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.69)

### 8. Customer Insurance

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

9. Manual Disconnect Switch

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

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

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

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.71 Canceling <u>SecondFirst</u> Revised Sheet No. 9.71

PAGE EFFECTIVE DATE

# Reserved For Future Use

(Continued from Tier 3, Sheet No. 9.70)

### 11. Application Fee and Interconnection Study Charge

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

### 12. Net Metering

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

#### 13. Renewable Energy Certificates

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

#### 14. Administrative Requirements

a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the



Section No. IX <u>ThirdSecond</u> Revised Sheet No. 9.72 Canceling <u>SecondFirst</u> Revised Sheet No. 9.72

PAGE EFFECTIVE DATE 7/ol.10 May-22-2007

# **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.71)

- Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.
- If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.



Section No. IX <u>Third</u>Second Revised Sheet No. 9.73 Canceling <u>SecondFirst</u> Revised Sheet No. 9.73

PAGE EFFECTIVE DATE 8 of \$10

### **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.72)

### 15. Change in Facility Ownership

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

### 16. Retail Purchase of Electricity

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

### 17. Dispute Resolution

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

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

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



Section No. IX <u>Third</u>Second Revised Sheet No. 9.74 Canceling <u>Second</u>First Revised Sheet No. 9.74

PAGE EFFECTIVEDATE 9-01-10 A AV-22-2007

# **Reserved For Future Use**

(Continued from Tier 3, Sheet No. 9.73)

#### 19. Incorporation of Company Tariff

- The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.
- 20. Termination
  - a. Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.
  - b. In the event that involuntary termination of the Interconnection Agreement is required, the Company will notify the Customer, via certified mail, of its intent to terminate the Agreement. The written notice will specify the grounds for termination and provide the Customer with thirty (30) days to bring the Facility into compliance with the terms of the Agreement.
- 21. Entire Agreement
- This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

#### 22. No Extension of Credit

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



Section No. IX <u>Second</u> First Revised Sheet No. 9.75 Canceling <u>First Revised</u> Original Sheet No. 9.75

PAGE EFFECTIVE DATE May 22 2007

ri.

### **Reserved For Future Use**

(Continued from	Tier 3,	Sheet No.	9.74)

#### 23. Official Notification

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

For the Company:

For the Customer:

### GULF POWER COMPANY

<u>By:</u>\_\_\_\_

Title:

Date:

Attest:

### **CUSTOMER**

By:

(Signature)

(Print or Type Name)

<u>Title:</u>

Date:



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.76 Canceling <u>First Revised</u>Original Sheet No. 9.76

# STANDARD INTERCONNECTION APPLICATION FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

PAGE 1 of 314 of 18	EFFECTIVE DATE IS May 22, 2007
The second se	

### **Reserved For Future Use**

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

1. Applicant Information

	Name(s):		Gulf Power Account No .:	
	Mailing Address:		,	
	<u>City:</u>		Zip Code:	
	Street Address (if different):			
	Davtime Phone:	Fax:	Email:	
2.	Facility Information			
	Facility Name/Model:	<u> </u>		
	Facility fuel or energy source (e.g., wind, solar, other)			
ISS	UED BY: Susan Story			



Section No. IX SecondFirst Revised Sheet No. 9.77 Canceling <u>First Revised</u>Original Sheet No. 9.77

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

### **Reserved For Future Use**

(Continued from Application, Sheet No. 9.76)

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

Facility Location:

Expected In-Service Date:

#### 3. Required Documentation

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

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



Section No. IX <u>SecondFirst</u> Revised Sheet No. 9.78 Canceling <u>First Revised</u>Original Sheet No. 9.78



# **Reserved For Future Use**

(Continued from Application, Sheet No. 9.77)

#### 4. Application Fee

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

#### 5. Interconnection Study Charge

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