

ATTORNEYS AND COUNSELORS AT LAW

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September 27, 2000

# HAND DELIVERED

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RECEIVED-FPSC

ORIGINAL

RECORDS AND REPORTING

Ms. Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Petition for approval of pilot program for small photovoltaic systems by Tampa Electric Company; FPSC Docket No. 000758-EI

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Amendment to Petition for Approval of a Pilot Program for Interconnection of Small Photovoltaic Systems.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley 7



DOCUMENT NUMBER-DATE

12233 SEP 27 8

FPSC-RECORDS/REPORTING

# **ORIGINAL** BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of a pilot program for small photovoltaic systems by Tampa Electric Company.

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DOCKET NO. 000758-EI FILED: September 27, 2000

# TAMPA ELECTRIC COMPANY'S AMENDMENT TO PETITION FOR APPROVAL OF A PILOT PROGRAM FOR INTERCONNECTION OF SMALL PHOTOVOLTAIC SYSTEMS

Tampa Electric Company ("Tampa Electric" or "the company") hereby amends the petition if filed in the above proceeding on June 22, 2000 as follows:

1. Consistent with the Commission's policy to encourage parties to resolve disputed issues, Tampa Electric Company and Intervenor, Legal Environmental Assistance Foundation, Inc. ("LEAF") have been in discussions regarding the company's proposed small photovoltaic system interconnection pilot program.

2. Tampa Electric and LEAF have agreed that, with minor changes to Original Tariff Sheet Nos. 8.910 and 8.920, the interconnection agreement that accompanied Tampa Electric's petition in this proceeding is appropriate and should be approved.

Attached hereto as Exhibit "A" are revised copies of Original Tariff Sheet Nos.
8.910 and 8.920 amended to reflect the agreement between Tampa Electric and LEAF.

4. Tariff Sheet No. 8.910 has been revised to clarify in paragraph 8 that any additional metering/equipment Tampa Electric installs for the purpose of gathering information about the interconnection and its effect on the company's system would be at the company's expense and not the affected customer's.

DOCUMENT NUMBER-DATE 12233 SEP 278 FPSC-RECORDS/REPORTING 5. Tariff Sheet No. 8.920 has been amended to reflect that the pilot program would be in place for a period of three years running concurrently with the three year period for the company's pilot green energy rate rider and program. In addition, revised paragraph 11 states that the customer will be paid for any export power supplied by the SPS to the company at a rate equal to 90% of the pilot green energy rate rider.

6. Attached hereto as Exhibit "B" are copies of Tariff Sheets Nos. 8.910 and 8.920 marked in legislative format to reflect the above-described changes from the tariff sheets that accompanied Tampa Electric's initial filing in this proceeding.

7. Tampa Electric has been authorized by LEAF to represent that, with the amendments to the interconnection agreement described above, LEAF agrees to the implementation of the pilot program.

WHEREFORE, Tampa Electric submits the foregoing amendments to its petition filed in this proceeding and urges that its proposed small photovoltaic system interconnect agreement be approved as amended herein.

DATED this **27** <sup>4</sup> day of September 2000.

Respectfully submitted,

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LEE L. WILLIS JAMES D. BEASLEY Ausley & McMullen Post Office Box 391 Tallahassee, FL 32302 (850) 224-9115

#### ATTORNEYS FOR TAMPA ELECTRIC COMPANY

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing Amendment to Petition, filed on

behalf of Tampa Electric Company, has been served by hand delivery (\*) or U. S. Mail on this 27- day of September 2000 to the following:

Ms. Marlene K. Stern\* Staff Counsel Division of Legal Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 Ms. Debra Swim Legal Environmental Assistance Foundation 1114 Thomasville Road, Suite E Tallahassee, FL 32303-6290

ORNEY

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Exhibit "A"

#### **ORIGINAL SHEET NO. 8.910**

4. Prior to operation of the SPS in parallel with the Company's system, the Company shall require the Customer to provide a certification letter from a licensed electrical contractor who has verified compliance with the standards and codes described in the previous sections. If the SPC is not Underwriters Laboratory listed as being in compliance with the latest effective version of UL1741, the Company shall require that the electrical contractor who installed the SPC provide a letter from the manufacturer certifying that the SPC conforms to the requirements of the latest effective version of UL1741. The Company agrees to provide written approval for parallel operation if the installation is in compliance with the requirements of the previous sections. Information regarding the installation, inspections by local authorities, insurance, and other communications between the parties regarding the operation of the SPS and the Company's acceptance of the interconnection requirements will be noted on the SPS Application, Information and Acceptance Form, attached as Appendix 1. The Company will provide its written approval using the same form within 10 business days following the submittal of proof of satisfactory insurance and the certification or provision of letters of compliance by all appropriate signatories of the various requirements and inspections listed on the form. The Company may inspect the installation site for system conformance to all requirements of this agreement before giving approval for parallel operation.

5. A manual, lockable load break switch of the visible disconnect type shall be installed by the Customer at the PCC which will electrically separate the Customer's electrical system from the Company's system. This switch shall be visible and accessible to the Company's workers.

6. The Company may disconnect the Customer's site from parallel operation with the Company's system if there exists hazardous conditions or power quality problems associated with the parallel operation of the Customer's SPS. If the Company detects such conditions it will notify the Customer as soon as practicable. The Customer may also be disconnected if required by Company system conditions or if the Company needs to perform maintenance on the electric supply circuits serving the Customer. If the Company decides to disconnect the Customer for any of these conditions, it will notify the Customer in advance if possible. The Company will reconnect the Customer as quickly as practicable consistent with safety after the disconnection.

7. Failure of the Customer to comply with all governmental rules, regulations, orders or decisions by any authority regarding operation of the SPS equipment will be reason for the Company to disconnect the Customer from parallel operation with the Company's system. Failure to maintain the equipment and installation to stay in compliance with the latest versions of UL1741 and IEEE 929 and the latest adopted version of the NEC will be reason for the Company to disconnect the Customer from parallel operation with the Company's system.

8. In addition to a meter which performs the normal billing meter function, the Company may install, at its own expense, additional metering/equipment for the purpose of gathering information about the interconnection and its effect on the Company system.

ISSUED BY: J. B. Ramil, President

#### **ORIGINAL SHEET NO. 8.920**

Such equipment supplied by the Company shall be owned, operated, maintained, repaired and removed by the Company only. The Customer shall be similarly responsible for the items owned by Customer. The Customer shall be responsible for establishing and maintaining controlled access by third parties to the SPS. The Customer will not adjust, move or modify the Company's equipment. If the Customer does cause the Company's equipment to malfunction or the Customer's equipment does cause trouble on the Company's system, the Customer will be responsible for the cost of repairing the damage or compensating for such trouble.

9. Visits made to the Customer site due to problems within the Customer owned equipment will be charged to the Customer at the applicable tariff fee for a standard disconnect /reconnect. In order to help ensure the continuous, safe, reliable and compatible operation of the SPS with the Company's system, the Customer hereby grants to the Company the reasonable right of ingress and egress, consistent with the safe operation of the SPS, over property owned or controlled by the Customer to the extent the Company deems such ingress and egress necessary in order to install, examine, test, calibrate, coordinate, operate, maintain, repair or remove any of its equipment involved in the parallel operation of the SPS and the Company's system, including the Company's metering and/or monitoring equipment.

10. The Customer shall deliver to the Company, ten (10) business days before the date the Customer expects to begin parallel operation, a certificate of insurance certifying the Customer's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida naming the Customer as named insured. The policy shall include coverage for personal injury, death and property damage, in an amount not less than \$100,000 for each occurrence. The above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty (30) days prior to the effective date of any cancellation or material change in said policy. The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company. The Company may require periodic proof of insurance. Failure to maintain such insurance will be cause for disconnection of the customer.

11. The electrical energy supplied by the SPS will decrease the Customer's consumption of energy which would otherwise be purchased from the Company. The billing meter/registers provided under this agreement will record energy flow from the Company's system into the Customer's premises as well as energy produced by the Customer's SPS and exported to the Company's system. The Customer will be paid for any export power supplied by the SPS to the Company at a rate equal to 90% of the per kWh premium in the Pilot Green Energy Rate Rider (Tariff Sheet No. 6.400). Payment under this agreement will cease upon the expiration of the Pilot Green Energy Rate Rider and Program.

**ISSUED BY:** J. B. Ramil, President

Exhibit "B"

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