## AUSLEY & MCMULLEN

## ATTORNEYS AND COUNSELORS AT LAW

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August 15, 2008

## HAND DELIVERED

RECEIVED-FPSC 108 AUG 15 PM 1: 29 COMMISSION CLERK

Ms. Ann Cole, Director Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 080254-EU; Petition for approval of standard interconnection agreement for non-export, parallel operators, by Tampa Electric Company

Dear Ms. Cole:

Enclosed are the original and fifteen (15) copies of Tampa Electric Company's proposed Tariff Sheets 8.1115 and 8.1120 (in both clean and legislative format) to effect certain changes to the company's proposed tariff sheets suggested by the Commission's Staff.

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,

- Obser

James D. Beasley

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COM <u>Enc</u> losu	ires
(ECR)	
GCL CC:	Mr. Ralph Jaeger (w/encls.)
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- 3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
- 4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.
- 5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service
- 6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insurance property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal.
- 7. The Customer shall pay to the Company a one-time, nonrefundable charge of **\$500** for processing this Agreement.
- The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
- 9. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

**ORIGINAL SHEET NO. 8.1120** 



- 10. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
- 11. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
  - Company utility system emergencies or maintenance requirements.
  - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- 12. 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, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the company under the obligations of this Agreement.

**ORIGINAL SHEET NO. 8.1115** 



- 3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
- 4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.
- 5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service
- 6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insurance coverage within 30 days of any policy renewal.
- 7. The Customer shall pay to the Company a one-time, nonrefundable charge of \$500 for processing this Agreement.
- 8. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
- 9. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



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  - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- 12. 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, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the obligations of this Agreement.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: