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January 21, 2010

HAND DELIVERED

RECEIVED-FPSC
10 JAN 21 PM 3:09
COMMISSION
CLERK

100043

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

Re: Petition for Approval of Revisions to Tariff Interconnection Agreements by Tampa Electric Company

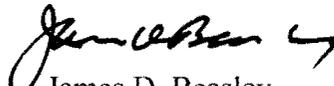
Dear Ms. Cole:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of revisions to Interconnection Agreements.

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

JDB/pp
Enclosure

COM _____
APA _____
ECR _____
GCL 2 _____
RAD _____
SSC _____
ADM _____
OPC _____
CLK _____

DOCUMENT NUMBER-DATE

00509 JAN 21 0

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of)
Revisions to Tariff Interconnection)
Agreements by Tampa Electric)
Company.)
_____)

DOCKET NO. 100043
FILED: January 21, 2010

PETITION

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Chapter 366.06, Florida Statutes, and Rule 25-17.087, Florida Administrative Code, files this Petition for Approval of Revisions to Interconnection Agreements, and in support thereof states:

1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

James D. Beasley
J. Jeffry Wahlen
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115
(850) 222-7560 (fax)

Paula Brown
Administrator, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-1444
(813) 228-1770 (fax)

3. In this petition, Tampa Electric seeks Commission approval of certain Revised Tariff Sheets listed in Exhibit "A". The Revised Tariff Sheets are attached hereto in standard and legislative format as Composite Exhibit "B", with the legislative format version showing the proposed tariff amendments.

4. Tampa Electric is proposing revisions to the insurance requirement and the indemnification sections of its interconnection agreements for non-export parallel operators and Tier 1, Tier 2, and Tier 3 renewable generators.

DOCUMENT NUMBER-DATE

00509 JAN 21 0

FPSC-COMMISSION CLERK

5. The company is proposing that customers be allowed to self-insure as an alternative to the insurance requirement upon receiving the Company's prior written approval. Once customers have received written approval for self-insurance, they would be required to provide proof to the Company on an annual basis, or more frequently if requested by the Company, of their continuing ability to self-insure.

6. Under the indemnification section of the agreements, the Company is proposing two clarifying revisions. The first revision is the addition of "claims" to the list of items against which the Customer and Company agree to indemnify each other. The second extends the indemnity coverage by the Company to include the Customer's subsidiaries, affiliates, employees, officers and directors, to make that indemnity mirror the language in the indemnity coverage by the Customers to the Company.

7. The proposed amendments provide a degree of flexibility for affected Customers to self-insure and add fairness and symmetry to the indemnity portion of the agreement.

8. Tampa Electric knows of no disputed issues of material fact relative to the interconnection agreement revisions proposed herein.

WHEREFORE, Tampa Electric requests that this Commission approve the Revised Tariff Sheets set forth in Exhibit "B".

DATED this 21st day of January, 2010.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT A

TARIFF REVISIONS

Tariff Sheet Number	Proposed Changes
8.1015	Section 13: <ul style="list-style-type: none"> • Add “claims” to the list of items against which the company and customer indemnify each other. • Add corporate entities with “Customer” as listed for Company at the beginning of the paragraph.
8.1045	Section 9: Added language for a “self-insurance” alternative to the insurance requirement Section 11: Relocated to Sheet No. 8.1050 due to lack of space.
8.1050	Section 11: Carry-over from Sheet No. 8.1045 Section 14: Relocated to Sheet No. 8.1055 due to lack of space.
8.1055	Section 14: Carried-over from Sheet No. 8.1050 and modified as follows: <ul style="list-style-type: none"> • Add “claims” to the list of items against which the company and customer indemnify each other. • Add corporate entities with “Customer” as listed for Company at the beginning of the paragraph. Sections 17 and Section 18: Due to lack of space, all text beginning On line 7 of Section 17 with “Upon reasonable notice,” and continuing through Section 18 is relocated to Sheet No. 8.1060.
8.1060	Partial Section 17 and Entire Section 18: carried-over from previous sheet. Sections 23, 24, and 25 relocated to Sheet No. 8.1065 for space reasons.
8.1065	Sections 23, 24, and 25 carried-over from Sheet No. 8.1060 for space reasons.
8.1080	Section 9: Added language for a “self-insurance” alternative to the insurance requirement Section 11b: Relocated to Sheet No. 8.1085 due to lack of space.
8.1085	Section 11b: Carried-over from Sheet No. 8.1080 due to lack of space. Section 14: Last bullet on page relocated to Sheet No. 8.090 for space reasons.
8.1090	Section 14: Bulleted item carried-over from Sheet No. 8.085 due to lack of space. Section 15: <ul style="list-style-type: none"> • Add “claims” to the list of items against which the company and customer indemnify each other. • Add corporate entities with “Customer” as listed for Company at the beginning of the paragraph.
8.1115	Section 6: Added language for a “self-insurance” alternative to the insurance requirement Section 9: Relocated to Sheet No. 8.1120 due to lack of space.
8.1120	Section 9: Carried-over from Sheet No. 8.1115 due to lack of space. Section 12: Relocated to Sheet No. 8.1125 due to lack of space.

Tariff Sheet Number	Proposed Changes
8.1125	Section 12: Carried-over from Sheet No. 8.1050 and modified as follows: <ul style="list-style-type: none">• Add “claims” to the list of items against which the company and customer indemnify each other.• Add corporate entities with “Customer” as listed for Company at the beginning of the paragraph. Sections 18 and 19: Relocated to Sheet No. 8.1130 due to lack of space.
8.1130	Sections 18 and 19: Carried-over from Sheet No. 8.1125 due to lack of space.

EXHIBIT B



Continued from Sheet No. 8.1010

12. The Company may open the switch, isolating the RGS, 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 RGS 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 include:

- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.

13. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.

14. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.

Continued to Sheet No. 8.1020



Continued from Sheet No. 8.1040

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. 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 initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's RGS as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
10. Subject to an approved inspection, including installation of acceptable disconnect switch or completion of any expansion or other work identified in an interconnection study, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. If after initial inspection the Company determines that an interconnection study is necessary, there shall be no delay in execution of this Agreement associated with any such study and no charge to the Customer associated with the study. The Customer shall pay to the Company a **\$250**, one-time, nonrefundable application fee. If, as a result of any interconnection study that is performed associated with the RGS, 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 RGS 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 not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged for.

Continued to Sheet No. 8.1050



Continued from Sheet No. 8.1045

11. The Customer is responsible for the protection of its generation 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 RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
12. 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 AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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.
13. The Company may open the switch, isolating the RGS, 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 RGS 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 include:
 - Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

Continued to Sheet No. 8.1055



Continued from Sheet No. 8.1050

14. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
15. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
16. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and the metering equipment will measure energy delivered by the Company to the Customer, and also measure energy delivered by the Customer to the Company. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
17. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall 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 or document review.

Continued to Sheet No. 8.1060



Continued for Sheet No. 8.1055

Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. 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. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.

18. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will, within 10 business days, send written notice that parallel operation of the RGS may commence.
19. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
20. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.
22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

Continued to Sheet No. 8.1065



Continued from Sheet No. 8.1060

- 23. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.
- 24. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
- 25. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.
- 26. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.
- 27. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

WITNESSES:

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____



Continued from Sheet No. 8.1075

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's RGS as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
10. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application if there is no need for an interconnection study. The Customer shall pay to the Company a **\$500** one-time, nonrefundable application fee.
- 11.a. Interconnection Study Fee and Administrative Requirements: If the Company determines that an interconnection study is necessary to ensure the safe and reliable interconnection of the Customer's RGS and the Company's system, a fee may be imposed for such study based on the Company's actual costs, not to exceed **\$3,000**. Should such a study be needed, the Customer shall pay a deposit of **\$3,000**. The final study fee will be based on actual study costs which will be invoiced to the Customer after the study is completed and delivered and will include a summary of professional time. If the deposit exceeds the invoiced fee, the Company shall refund any excess within 30 calendar days of the invoice without interest. If the Company determines that an interconnection study is necessary, the Company will execute this Agreement within 90 calendar days of a completed application. If no interconnection study is necessary, the Company will execute this Agreement within 30 calendar days of a completed application. The Customer, upon receipt of Company's executed Agreement, must execute the Agreement and return it to the Company within 30 calendar days prior to beginning parallel operations and one-year of Company's execution.

Continued to Sheet No. 8.1085



Continued from Sheet No. 8.1080

- b. Post-Interconnection Study Charges, if applicable: If, as a result of any interconnection study that is performed associated with the RGS, 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 RGS 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 not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged.
12. The Customer is responsible for the protection of its generation 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 RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
13. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed on by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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.
14. The Company may open the switch, isolating the RGS, 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 RGS 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 include:
- Company utility system emergencies or maintenance requirements.

Continued to Sheet No. 8.1090



Continued from Sheet No. 8.1085

- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
15. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
16. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
17. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kilowatts of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and the metering equipment will measure energy delivered by the Company to the Customer, and also measure energy delivered by the Customer to the Company. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Continued to Sheet No. 8.1095



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.
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 Customer's 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
14. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
15. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.
16. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
17. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge.



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 insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
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.



- 18. 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 Customer or any assignee of this Agreement.
- 19. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.
- 20. 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 by reference.
- 21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.
- 22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.
- 23. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

IN WITNESS WHEREOF, Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

WITNESSES:

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____



Continued from Sheet No. 8.1010

12. The Company may open the switch, isolating the RGS, 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 RGS 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 include:

- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.

13. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.

14. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.

Continued to Sheet No. 8.1020



Continued from Sheet No. 8.1040

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. 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 initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's RGS as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
10. Subject to an approved inspection, including installation of acceptable disconnect switch or completion of any expansion or other work identified in an interconnection study, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. If after initial inspection the Company determines that an interconnection study is necessary, there shall be no delay in execution of this Agreement associated with any such study and no charge to the Customer associated with the study. The Customer shall pay to the Company a **\$250**, one-time, nonrefundable application fee. If, as a result of any interconnection study that is performed associated with the RGS, 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 RGS 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 not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged for.
- ~~11. The Customer is responsible for the protection of its generation 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 RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such~~



TAMPA ELECTRIC

FIRST ~~SECOND~~ REVISED SHEET NO. 8.1045
CANCELS ORIGINAL ~~FIRST~~ REVISED SHEET NO. 8.1045

~~inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.~~

Continued to Sheet No. 8.1050

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~October 10,~~ 2008



Continued from Sheet No. 8.1045

11. The Customer is responsible for the protection of its generation 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 RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
12. 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 AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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.
13. The Company may open the switch, isolating the RGS, 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 RGS 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 include:
- Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- ~~14. 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~~

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~October 1, 2008~~



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1050
CANCELS ORIGINAL SHEET NO. 8.1050

~~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 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.~~

Continued to Sheet No. 8.1055

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



Continued from Sheet No. 8.1050

14. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
15. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
16. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and the metering equipment will measure energy delivered by the Company to the Customer, and also measure energy delivered by the Customer to the Company. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
17. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall 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 or document review. ~~Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal~~

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1055
CANCELS ORIGINAL SHEET NO. 8.1055

~~obligation to provide service to its customers. 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. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in-service.~~

~~18. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will, within 10 business days, send written notice that parallel operation of the RGS may commence.~~

Continued to Sheet No. 8.1060

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



Continued for Sheet No. 8.1055

Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. 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. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.

18. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will, within 10 business days, send written notice that parallel operation of the RGS may commence.
19. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
20. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.
22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

ISSUED BY: C. R. Black G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1060
CANCELS ORIGINAL SHEET NO. 8.1060

- ~~23. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.~~
- ~~24. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.~~
- ~~25. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.~~

Continued to Sheet No. 8.1065

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~October 1, 2008~~



Continued from Sheet No. 8.1060

23. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.

24. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

25. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.

26. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

27. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

WITNESSES:

CUSTOMER

By: _____
Its: _____

COMPANY

By: _____
Its: _____

ISSUED BY: C. R. Black G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



Continued from Sheet No. 8.1075

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's RGS as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
10. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application if there is no need for an interconnection study. The Customer shall pay to the Company a **\$500** one-time, nonrefundable application fee.
- 11.a. Interconnection Study Fee and Administrative Requirements: If the Company determines that an interconnection study is necessary to ensure the safe and reliable interconnection of the Customer's RGS and the Company's system, a fee may be imposed for such study based on the Company's actual costs, not to exceed **\$3,000**. Should such a study be needed, the Customer shall pay a deposit of **\$3,000**. The final study fee will be based on actual study costs which will be invoiced to the Customer after the study is completed and delivered and will include a summary of professional time. If the deposit exceeds the invoiced fee, the Company shall refund any excess within 30 calendar days of the invoice without interest. If the Company determines that an interconnection study is necessary, the Company will execute this Agreement within 90 calendar days of a completed application. If no interconnection study is necessary, the Company will execute this Agreement within 30 calendar days of a completed application. The Customer, upon receipt of Company's executed Agreement, must execute the Agreement and return it to the Company within 30 calendar days prior to beginning parallel operations and one-year of Company's execution.



TAMPA ELECTRIC

~~FIRST~~ SECOND REVISED SHEET NO. 8.1080
CANCELS ORIGINAL ~~FIRST~~ FIRST REVISED SHEET NO. 8.1080

~~b. Post Interconnection Study Charges, if applicable: If, as a result of any interconnection study that is performed associated with the RGS, 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 RGS on an~~

Continued to Sheet No. 8.1085

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~October 10, 2008~~



Continued from Sheet No. 8.1080

b. Post-Interconnection Study Charges, if applicable: If, as a result of any interconnection study that is performed associated with the RGS, 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 RGS 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 not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged.

12. The Customer is responsible for the protection of its generation 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 RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
13. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed on by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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.
14. The Company may open the switch, isolating the RGS, 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 RGS 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 include:
 - Company utility system emergencies or maintenance requirements.



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1085
CANCELS ORIGINAL SHEET NO. 8.1085

- ~~• Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS generation or protective equipment as determined by the Company.~~

Continued to Sheet No. 8.1090

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~October 1, 2008~~



Continued from Sheet No. 8.1085

- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
15. 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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
16. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
17. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kilowatts of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and the metering equipment will measure energy delivered by the Company to the Customer, and also measure energy delivered by the Customer to the Company. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: October 1, 2008



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1090
CANCELS ORIGINAL SHEET NO. 8.1090

Continued to Sheet No. 8.1095

~~ISSUED BY: C. R. Black~~ G. L. Gillette,
President

~~DATE EFFECTIVE: October 1, 2008~~



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 insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
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~~

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~September 16, 2008~~



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1115
CANCELS ORIGINAL SHEET NO. 8.1115

regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

ISSUED BY: ~~G. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: ~~September 16, 2008~~



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.

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,~~



TAMPA ELECTRIC

ORIGINAL-FIRST REVISED SHEET NO. 8.1120
CANCELS ORIGINAL SHEET NO. 8.1120

~~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 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.~~

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: September 16, 2008



TAMPA ELECTRIC

ORIGINAL FIRST REVISED SHEET NO. 8.1125
CANCELS ORIGINAL SHEET NO. 8.1125

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, claims 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, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Customer, its subsidiaries or 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 Company under the obligations of this Agreement.
13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
14. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
15. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.
16. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
17. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge.

ISSUED BY: C. R. Black G. L. Gillette,
President

DATE EFFECTIVE: September 16, 2008



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- ~~18. 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 Customer or any assignee of this Agreement.~~
- ~~19. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.~~

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,
President

DATE EFFECTIVE: September 16, 2008



18. 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 Customer or any assignee of this Agreement.

19. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.

20. 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 by reference.

21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

23. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

IN WITNESS WHEREOF, Customer and the Company have executed this Agreement the day and year first above written.

WITNESSES:

WITNESSES:

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____

ISSUED BY: C. R. Black, G. L. Gillette,
President

DATE EFFECTIVE: September 16, 2008