AUSLEY MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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DOCKET NO. 150213-EI

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TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

October 2, 2015

VIA: ELECTRONIC FILING

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Tampa Electric Company's Petition for

Approval of Advanced Meter Program Agreement

Dear Ms. Stauffer:

Attached for filing in the above-styled matter is Tampa Electric Company's Petition for Approval of Advanced Meter Program Agreement.

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley

JDB/ne Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)	DOCKET NO
For Approval of Advanced Meter Program)	
Agreement.)	
)	FILED: October 2, 2015

TAMPA ELECTRIC COMPANY'S PETITION FOR APPROVAL OF ADVANCED METER PROGRAM AGREEMENT

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.04, Florida Statutes petitions the Commission to approve a new tariff agreement to secure customer approval for participation in the company's Advanced Meter Program and, in support thereof, says:

- 1. Tampa Electric is an investor-owned electric utility subject to the Commission's jurisdiction pursuant to Chapter 366, Florida Statutes. Tampa Electric serves retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties in Florida. 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
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Paula K. Brown
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Manager, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
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(813) 228-1444
(813) 228-1770 (fax)

- 3. Tampa Electric is initiating its Advanced Meter Program ("AMP") which will solicit participation by existing Tampa Electric residential customers who own solar photovoltaic systems ("PV"). This program, which is entirely voluntary, will install on participants' homes an advanced meter located at or near the existing Tampa Electric-owned disconnect switch between the participant's PV and the delivery of the PV energy to the home. This metering installation will be installed at no additional cost to the participant.
- 4. This new advanced meter installation will record the energy output of the customer's PV generator using a utility quality advanced infrastructure meter that will communicate the output information to a website which the customer will be granted access to view and utilize the recorded data as they desire. The same data will also be utilized by Tampa Electric for research, planning and forecasting purposes.
- In addition to installing a new advanced meter to record the PV generation, the existing Tampa Electric billing meter will be replaced by an advanced meter as well. These new billing meters, along with other such new billing meters that are replacing existing billing meters on other homes without PV installations, will allow Tampa Electric to evaluate such metering and communication equipment with and without PV installed on the home, as well as provide early testing of such meters when full deployment commences sometime in the future.
- 6. The proposed agreement, which has an initial term of three (3) years, simply describes the characteristics of the AMP service being provided, makes clear that the customer will be assessed no charges for this additional metering during that term, allows the company access to the PV generation output metering equipment, and requires that the customer not allow any third party to adjust, modify or remove the PV generation output metering equipment. The agreement

addresses only the metering installation recording the PV generation output. Nothing within the agreement impacts billed electric service to the customer or the customer's billing meter.

7. Tampa Electric is not aware of any disputed issue of material fact relating to the matters stated herein or the relief requested.

WHEREFORE, Tampa Electric Company respectfully urges the Commission to approve the new tariff sheets set forth as Exhibit "A", effective December 3, 2015.

DATED this 2nd day of October, 2015

Respectfully submitted,

AMES D. BEASLEY

J. JEFFRY WAHLEN ASHLEY M. DANIELS

Ausley & McMullen

Post Office Box 391

Tallahassee, Florida 32302

(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY





THIS AGREEME	ENT for Advanced Meterir	ng Progr	am (AMP)	service	is entere	ed into this
day of	,, ("Effective	Date")	between	Tampa	Electric	Company
("Company") and	("Cus	tomer").				

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

- **1. Scope.** The Company will provide AMP service to the Customer, and the Customer will receive such service in accordance with this Agreement.
- **2. Rules, Regulations and Rates.** Florida state law and the rules, regulations and applicable rate schedules of the Company, as may be filed with and regulated by the Florida Public Service Commission ("Commission"), shall govern AMP service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available from the Company or the Commission upon request.
- **3. Term.** The initial term of this Agreement shall be three (3) years from the commencement of service under this Agreement. The Agreement shall continue in effect upon completion of the initial term until terminated by either party providing written notice to the other.
- **4. AMP Service.** The characteristics of AMP Service are:
- a. The Company will install an advanced meter set on the Customer side of the existing AC disconnect switch near existing Company billing meter at the Customer's premises. The equipment installed will include all connection points between the Customer's electrical panel, the advanced meter, and associated disconnect switch conduit. The advanced meter and associated equipment installed will not interfere with the operation or maintenance of either the Customer's solar array or the associated inverter. The advanced meter and equipment will remain the property of the Company.
- b. The advanced meter is designed to extract data on the Customer's solar output of Customer's solar array, and relay it back to the Company.
- c. The data extracted from the advanced meter will be made available to the Customer through a website so that Customer can use the data to compare to solar generating data it collects through other means.
- d. The Company will be allowed to use the solar production data from the advanced meter for utility system planning, load and generation forecasting and other business needs.

Continued on Sheet No. 7.315

ISSUED BY: G. L. Gillette, President **DATE EFFECTIVE:**



Continued from Sheet No. 7.310

- **5. No Charge.** The Company will bear all costs associated with the advanced meter set, its installation and repair. The Customer will not be assessed any charges by the Company for AMP service during the term of this agreement.
- **6. As-Available Nature of Program; No Warranty.** As this is a free service, the Company reserves the right to suspend or terminate AMP Service and/or the online website in its sole discretion at any time. All data is provided as-is, as-available. The Company makes no warranty as to the availability or accuracy of the data provided through the advanced meter set and website, since it is being supplied for informational purposes only, at no charge to the Customer. The Company disclaims all warranties, express or implied, including warranties of fitness for a particular purpose.
- **7. Meter Access and Removal.** The Customer hereby grants the Company access to the area where the advanced meter set and related equipment are to be installed for purposes of installation, maintenance and removal of same. The Customer agrees, not to attempt or permit a third party to attempt, to adjust, modify or remove the advanced meter set without the prior written approval of the Company. Upon termination of the Agreement, the Company will remove the advanced meter set and associated equipment.
- **8. Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous statements regarding the same. No modification of this Agreement shall be binding unless it is in writing and accepted by the Customer and the Company. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date hereof.

CUSTOMER	TAMPA ELECTRIC COMPANY	
Ву:	By:	
Title:	Title:	

ISSUED BY: G. L. Gillette, President **DATE EFFECTIVE:**

ORIGINAL SHEET NO. 7.310



THIS AGREEMEN	NT for Advanced Metering Program (AM	P) service is entered into this
day of	,, ("Effective Date") betwee	en Tampa Electric Company
("Company") and	("Customer").	

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

- **1. Scope.** The Company will provide AMP service to the Customer, and the Customer will receive such service in accordance with this Agreement.
- 2. Rules, Regulations and Rates. Florida state law and the rules, regulations and applicable rate schedules of the Company, as may be filed with and regulated by the Florida Public Service Commission ("Commission"), shall govern AMP service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available from the Company or the Commission upon request.
- 3. Term. The initial term of this Agreement shall be three (3) years from the commencement of service under this Agreement. The Agreement shall continue in effect upon completion of the initial term until terminated by either party providing written notice to the other.
- **4. AMP Service.** The characteristics of AMP Service are:
- a. The Company will install an advanced meter set on the Customer side of the existing AC disconnect switch near existing Company billing meter at the Customer's premises. The equipment installed will include all connection points between the Customer's electrical panel, the advanced meter, and associated disconnect switch conduit. The advanced meter and associated equipment installed will not interfere with the operation or maintenance of either the Customer's solar array or the associated inverter. The advanced meter and equipment will remain the property of the Company.
- b. The advanced meter is designed to extract data on the Customer's solar output of Customer's solar array, and relay it back to the Company.
- c. The data extracted from the advanced meter will be made available to the Customer through a website so that Customer can use the data to compare to solar generating data it collects through other means.
- d. The Company will be allowed to use the solar production data from the advanced meter for utility system planning, load and generation forecasting and other business needs.

Continued on Sheet No. 7.315

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



Continued from Sheet No. 7.310

- <u>5. No Charge.</u> The Company will bear all costs associated with the advanced meter set, its installation and repair. The Customer will not be assessed any charges by the Company for AMP service during the term of this agreement.
- 6. As-Available Nature of Program; No Warranty. As this is a free service, the Company reserves the right to suspend or terminate AMP Service and/or the online website in its sole discretion at any time. All data is provided as-is, as-available. The Company makes no warranty as to the availability or accuracy of the data provided through the advanced meter set and website, since it is being supplied for informational purposes only, at no charge to the Customer. The Company disclaims all warranties, express or implied, including warranties of fitness for a particular purpose.
- 7. Meter Access and Removal. The Customer hereby grants the Company access to the area where the advanced meter set and related equipment are to be installed for purposes of installation, maintenance and removal of same. The Customer agrees, not to attempt or permit a third party to attempt, to adjust, modify or remove the advanced meter set without the prior written approval of the Company. Upon termination of the Agreement, the Company will remove the advanced meter set and associated equipment.
- 8. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous statements regarding the same. No modification of this Agreement shall be binding unless it is in writing and accepted by the Customer and the Company. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date hereof.

CUSTOWER	TAMPA ELECTRIC COMPANY		
By:	Ву:		
Title:	Title:		