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ATTORNEYS AND COUNSELORS AT LAW

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January 9, 2018

VIA: ELECTRONIC FILING

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

> Petition for approval of a standard interconnection agreement for interconnected Re: customer-owned battery subsystems, by Tampa Electric Company; Docket No. 20170258-EO

Dear Ms. Stauffer:

On January 4, 2018 we filed on behalf of Tampa Electric Company responses to Staff's First Data Requests, Nos. 1-11 as well as a revised tariff sheet to correct an inadvertent reference to a paragraph 12a which should have read paragraph 11a. That tariff sheet was Tariff Page No. 8.1165 marked "REVISED: JANUARY 4, 2018." The revised tariff sheet corrected the reference to paragraph 12a in one place but failed to do so in a second reference to paragraph 12a.

Attached in both clean and redlined versions is Tariff Page No. 8.1165, marked "REVISED: JANUARY 9, 2018", to correct the second reference to paragraph 12a, making it refer to paragraph 11a. We ask that you distribute these corrected pages to recipients of the earlier filing at the Commission so that they may be substituted in place of the revised tariff pages we submitted on January 4, 2018.

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley

JDB/pp Attachment

cc: Elisabeth Draper Takira Thompson

(w/attachment) (w/attachment)

REVISED TARIFF SHEET

No. 8.1165.0

TAMPA ELECTRIC COMPANY EXHIBIT A PAGE 4 OF 16 REVISED: JANUARY 9, 2018

ORIGINAL SHEET NO. 8.1165



Continued from Sheet No. 8.1160

- 10. The Company may open the switch, isolating the BAT, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that the BAT 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 BAT 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 BAT as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- 11.a The Customer agrees to indemnify and hold harmless the Company, its subsidiaries and 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 and 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 and 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 and affiliates, and their respective employees, officers or expense, including attorney's fees, which the Customer, its subsidiaries and 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.
 - b. With respect to a Customer that is the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), the obligations of Customer set forth in Paragraph 11.a above shall be subject to Section 768.28, Florida Statutes, (or the successor thereto), including the limitations contained therein. With respect to a Customer that is the United States of America, or agency or subdivision thereof, the obligations set forth in the first sentence of Paragraph 11.a shall not apply. In either case, the Company reserves its rights under Section 768.28, Florida Statutes, (or the successor thereto), and the Federal Tort Claims Act (or the successor thereto), as applicable, including, but not limited to, the right to pursue legislative relief.

Continued to Sheet No. 8.1170

TAMPA ELECTRIC COMPANY EXHIBIT A PAGE 12 OF 16 REVISED: JANUARY 9, 2018

ORIGINAL SHEET NO. 8.1165



Continued from Sheet No. 8.1160

- 10. The Company may open the switch, isolating the BAT, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that the BAT 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 BAT 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 BAT as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- 11.a The Customer agrees to indemnify and hold harmless the Company, its subsidiaries and 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 and affiliates, and their respective employees, officers and affiliates, and their respective employees, officers and directors, its subsidiaries and 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 and 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 and 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.
 - b. With respect to a Customer that is the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), the obligations of Customer set forth in Paragraph 11.a above shall be subject to Section 768.28, Florida Statutes, (or the successor thereto), including the limitations contained therein. With respect to a Customer that is the United States of America, or agency or subdivision thereof, the obligations set forth in the first sentence of Paragraph 11.a shall not apply. In either case, the Company reserves its rights under Section 768.28, Florida Statutes, (or the successor thereto), as applicable, including, but not limited to, the right to pursue legislative relief.

Continued to Sheet No. 8.1170

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: