

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

December 5, 2017

VIA: ELECTRONIC FILING

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

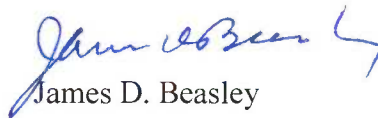
Re: Petition of Tampa Electric Company for a Standard Interconnection Agreement
for Interconnected Customer-Owned Battery Subsystems

Dear Ms. Stauffer:

Attached for filing in the above-styled matter is the Petition of Tampa Electric Company
for a Standard Interconnection Agreement for Interconnected Customer-Owned Battery
Subsystems.

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company for)
a Standard Interconnection Agreement for)
Interconnected Customer-Owned Battery)
Subsystems)
_____)

DOCKET NO. _____

FILED: DECEMBER 5, 2017

**PETITION OF TAMPA ELECTRIC COMPANY
FOR A STANDARD INTERCONNECTION AGREEMENT
FOR INTERCONNECTED CUSTOMER-OWNED BATTERY SUBSYSTEMS**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Sections 366.04 and 366.05, Florida Statutes, and Rule 25-6.033, Florida Administrative Code, petitions the Florida Public Service Commission ("the Commission") for approval of a new interconnection agreement and, in support thereof, says:

Introduction

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 N. Franklin Street, Tampa, FL 33602.

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

James D. Beasley
jbeasley@ausley.com
J. Jeffrey Wahlen
jwahlen@ausley.com
Ausley McMullen
Post Office Box 391
(850) 224-9115
(850) 222-7560 (fax)

Paula K. Brown
regdept@tecoenergy.com
Manager, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-1444
(813) 228-1770 (fax)

Request

3. Tampa Electric requests approval of two new interconnection agreements to facilitate the interconnection of customer-owned battery subsystems, located behind the customer meter but which would be connected to and operate in parallel with the Tampa Electric's electrical grid. These two proposed agreements, one for customers who are owners of property where such a battery subsystem is connected and one for customers who are renters of such properties, are attached in Exhibit "A" to this petition in clean and redlined format.

4. Tampa Electric has requests to allow interconnection with such battery subsystems where for a short time (100 milliseconds or less) the battery subsystem may export power onto Tampa Electric's electrical grid upon interruption of utility supplied electric service (due to a momentary or sustained outage) before it isolates electrically to provide battery power to the home or business so that home or business maintains electric supply awaiting the return of utility supplied electric service when the outage ceases.

5. Much like Tampa Electric's existing Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA or Less does for standby generators, this proposed agreement identified the requirements and obligations for a battery subsystem. Those requirements and obligations are identified in the proposed new interconnection agreements.

6. Tampa Electric has been working with one leading supplier of such battery subsystems to assure that the proposed agreement addresses all matters of concern to both owners of such subsystems as well as Tampa Electric and other customers of Tampa Electric.

Other Matters

7. Tampa Electric is not aware of any disputed issues of material fact regarding the matters addressed herein or the relief requested.

8. This Petition represents an original pleading and is not in response to any proposed action by the Commission. Accordingly, the Petitioner is not responding to any proposed agency action.

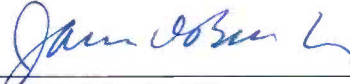
9. The two proposed agreements for which approval is requested do not establish a rate for customers to pay and the agreements are optional to Tampa Electric customers in the sense that only customers who install certain equipment on their premises will be required to enter into one of the agreements. Therefore, paragraph 12 of the 2017 Amended and Restated Stipulation and Settlement Agreement approved on November 6, 2017 and memorialized in Order No. PSC-2017-0456-S-EI, issued November 27, 2017, does not bar this Petition.

10. Tampa Electric is entitled to the relief requested pursuant to Sections 366.04 and 366.05, Florida Statutes, and Rule 25-6.033, Florida Administrative Code.

WHEREFORE, Tampa Electric requests that the Commission approve the company's proposed tariff changes as described in this petition and as set forth in redlined and clean format proposed tariff sheets in Exhibit "A".

DATED this 5th day of December, 2017

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



ORIGINAL SHEET NO. 8.1150

**STANDARD INTERCONNECTION AGREEMENT FOR
INTERCONNECTED CUSTOMER-OWNED BATTERY SUBSYSTEMS
1 KW OR MORE**

This Agreement is made and entered into this ___ day of _____, 20____, by and between _____, (hereinafter called "Customer"), located at _____ in _____, Florida and Tampa Electric Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

WITNESSETH:

WHEREAS, an Interconnected Customer-Owned Battery Subsystem (BAT) is a battery system consisting of one or more storage batteries and battery chargers (including inverters, converters, and associated electrical equipment) that is: located on Customer's premises; connected with and operates in parallel with the Company's electrical system, rated at more than 1 kilowatt (kW) alternating current (AC) power output, intended to offset part or all of Customer's existing electricity requirements for an extended period of time (in excess of 15 minutes), but will not export power into the Company's supply grid for more than 100 milliseconds.

WHEREAS, the Customer has made a request to interconnect its owned or leased BAT with the Company's electrical supply grid at a standard service voltage (500 volts or less) as specified in the Company's Standard Electrical Service Requirements.

NOW, THEREFORE, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the BAT equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; UL 1741; UL 9540; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes.
2. The Customer's BAT will supply power only for the Customer's own use and shall not export power into the Company's supply grid for more than 100 milliseconds. The BAT shall not energize the Company's system when the Company's system is de-energized. The BAT shall cease to energize the Company's system during a faulted condition on the Company's system. The BAT shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the System Security Department of the Company.

Continued to Sheet No. 8.1155

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1155

Continued from Sheet No. 8.1150

3. The Customer shall provide the Company a copy of the BAT manufacturer's installation, operation and maintenance instructions. If the BAT is leased to the Customer by a third party, or if operation or maintenance of the BAT is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided by the Customer to the Company.
4. The Company shall not provide electric service to the Customer 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 other customers of the Company.
5. The Customer shall have the completed BAT 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 BAT. All such inspections and approvals shall be completed before the BAT may be put into service
6. For all BAT installations at or below 15 Kw AC maximum capacity, the Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For all BAT installations above 15 Kw AC maximum capacity, 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 BAT 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. The Company will provide the Customer with written notification of approval or disapproval of a self-insurance application within 30 business days after the Company's receipt of all documentation required to support the application. 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. Notwithstanding the foregoing, the minimum insurance coverage amount set forth above shall be limited for the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), to the maximum dollar amounts set forth in Section 768.28(5), Florida Statutes, or the successor thereto.

Continued to Sheet No. 8.1160



ORIGINAL SHEET NO. 8.1160

Continued from Sheet No. 8.1155

7. 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 BAT.
8. The Customer is responsible for the protection of its BAT, 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 BAT equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
9. The Customer shall install a manual disconnect switch of the visible load-break type to provide a separation point between the AC Power output of the BAT and any Customer wiring connected to the Company's utility system such that back feed from the BAT to the Company's system cannot occur when the switch is in the open position. A contact, circuit breaker, or molded case switch, or a switch that cannot be seen and accessed directly, does not provide an acceptable visible break and is not acceptable. A BAT system with an internally designed manual, lockable visible disconnect switch, may be acceptable provided it offers the utility the same operational access as the meter. 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 and tagged 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. For all BATs at or below 15 kW AC maximum capacity, the Company will pay a one-time reimbursement for the installation of the switch not to exceed the amount listed on the Company website. The Customer will be responsible for all costs to install the switch above this amount. For all BATs above 15 kW AC maximum capacity, the Customer shall be fully responsible for the expense of installation of the switch.

Continued to 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 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 12.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 12.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



ORIGINAL SHEET NO. 8.1170

Continued from Sheet No. 8.1165

12. 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 BAT. Specifically, any Company inspection of the BAT shall not be construed as confirming or endorsing the BAT design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the BAT equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any BAT equipment or procedure.
13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer and/or received by the Company from the Customer, and if applicable, the kilowatt demand and time of use.
14. The Customer agrees to permit the Company, if it should so choose, to inspect the BAT and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's BAT goes into service, and to witness the initial testing of the Customer's BAT equipment and protective apparatus.
15. 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 BAT may commence.
16. 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.
17. 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.
18. 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.

Continued to Sheet No. 8.1175

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1170

- 19. 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.
- 20. At the Customer's expense, within 10 working days following the termination of this Agreement, the Customer shall permanently isolate the BAT and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, allow the Company's inspection of the isolation and coordinate with the Company for return of the Company's lock.
- 21. 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.
- 22. 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.

SIGNATURE: _____ CUSTOMER
By: _____
Its: _____

SIGNATURE: _____ COMPANY
By: _____
Its: _____



ORIGINAL SHEET NO. 8.1180

**AGREEMENT ADOPTING
STANDARD INTERCONNECTION AGREEMENT
FOR INTERCONNECTED CUSTOMER-OWNED BATTERY SUBSYSTEMS**

THIS AGREEMENT is entered into by and between Tampa Electric Company ("Tampa Electric") and _____
("Customer"), whose address is _____.

WHEREAS, Customer rents property from _____

(Name of Property Owner) ("Property Owner") located at the following address:

("The Premises"); and

WHEREAS, Property Owner and Tampa Electric are parties to a Standard Interconnection Agreement for an Interconnected Customer-Owned Battery Subsystem (SIA) located at the Premises; and

WHEREAS, pursuant to the lease/rental agreement between Customer and Property Owner, Customer is entitled to the use and benefit of the renewable generation located at the Premises; and

WHEREAS, Tampa Electric and Customer recognize that, for the mutual protection and benefit of Customer, Tampa Electric, Property Owner and the general public, Customer must abide by all of the terms, conditions and obligations of Property Owner set forth in the SIA that relate to safety and govern the use, operation and maintenance of the Battery Subsystem located at the Premises.

Continued to Sheet No. 8.1185

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1185

Continued from Sheet No. 8.1180

In recognition of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Tampa Electric and Customer agree as follows:

1. Attached hereto as Exhibit "A" is the SIA entered into by and between Tampa Electric and Property Owner regarding the interconnection of the Interconnected Customer-Owned Battery Subsystem located at the Premises.
2. Customer agrees to abide by and comply with all applicable provisions of the SIA attached as Exhibit "A" that relate to safety and that govern the use, operation and maintenance of the Battery Subsystem located at the Premises.
3. This Agreement shall remain in effect for the duration of Customer's rental and control of the Premises.

DATED this _____ day of _____, _____.

TAMPA ELECTRIC COMPANY

Customer

By: _____

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1150

**STANDARD INTERCONNECTION AGREEMENT FOR
INTERCONNECTED CUSTOMER-OWNED BATTERY SUBSYSTEMS
1 KW OR MORE**

This Agreement is made and entered into this day of , 20 , by and between , (hereinafter called "Customer"), located at in , Florida and Tampa Electric Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

WITNESSETH:

WHEREAS, an Interconnected Customer-Owned Battery Subsystem (BAT) is a battery system consisting of one or more storage batteries and battery chargers (including inverters, converters, and associated electrical equipment) that is: located on Customer's premises; connected with and operates in parallel with the Company's electrical system, rated at more than 1 kilowatt (kW) alternating current (AC) power output, intended to offset part or all of Customer's existing electricity requirements for an extended period of time (in excess of 15 minutes), but will not export power into the Company's supply grid for more than 100 milliseconds.

WHEREAS, the Customer has made a request to interconnect its owned or leased BAT with the Company's electrical supply grid at a standard service voltage (500 volts or less) as specified in the Company's Standard Electrical Service Requirements.

NOW, THEREFORE, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the BAT equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; UL 1741; UL 9540; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes.
2. The Customer's BAT will supply power only for the Customer's own use and shall not export power into the Company's supply grid for more than 100 milliseconds. The BAT shall not energize the Company's system when the Company's system is de-energized. The BAT shall cease to energize the Company's system during a faulted condition on the Company's system. The BAT shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the System Security Department of the Company.

Continued to Sheet No. 8.1155

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1155

Continued from Sheet No. 8.1150

3. The Customer shall provide the Company a copy of the BAT manufacturer's installation, operation and maintenance instructions. If the BAT is leased to the Customer by a third party, or if operation or maintenance of the BAT is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided by the Customer to the Company.
4. The Company shall not provide electric service to the Customer 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 other customers of the Company.
5. The Customer shall have the completed BAT 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 BAT. All such inspections and approvals shall be completed before the BAT may be put into service
6. For all BAT installations at or below 15 Kw AC maximum capacity, the Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For all BAT installations above 15 Kw AC maximum capacity, 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 BAT 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. The Company will provide the Customer with written notification of approval or disapproval of a self-insurance application within 30 business days after the Company's receipt of all documentation required to support the application. 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. Notwithstanding the foregoing, the minimum insurance coverage amount set forth above shall be limited for the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), to the maximum dollar amounts set forth in Section 768.28(5), Florida Statutes, or the successor thereto.

Continued to Sheet No. 8.1160

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1160

Continued from Sheet No. 8.1155

7. 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 BAT.
8. The Customer is responsible for the protection of its BAT, 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 BAT equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
9. The Customer shall install a manual disconnect switch of the visible load-break type to provide a separation point between the AC Power output of the BAT and any Customer wiring connected to the Company's utility system such that back feed from the BAT to the Company's system cannot occur when the switch is in the open position. A contact, circuit breaker, or molded case switch, or a switch that cannot be seen and accessed directly, does not provide an acceptable visible break and is not acceptable. A BAT system with an internally designed manual, lockable visible disconnect switch, may be acceptable provided it offers the utility the same operational access as the meter. 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 and tagged 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. For all BATs at or below 15 kW AC maximum capacity, the Company will pay a one-time reimbursement for the installation of the switch not to exceed the amount listed on the Company website. The Customer will be responsible for all costs to install the switch above this amount. For all BATs above 15 kW AC maximum capacity, the Customer shall be fully responsible for the expense of installation of the switch.

Continued to Sheet No. 8.1165

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



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 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 12.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 12.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



ORIGINAL SHEET NO. 8.1170

Continued from Sheet No. 8.1165

12. 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 BAT. Specifically, any Company inspection of the BAT shall not be construed as confirming or endorsing the BAT design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the BAT equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any BAT equipment or procedure.
13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer and/or received by the Company from the Customer, and if applicable, the kilowatt demand and time of use.
14. The Customer agrees to permit the Company, if it should so choose, to inspect the BAT and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's BAT goes into service, and to witness the initial testing of the Customer's BAT equipment and protective apparatus.
15. 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 BAT may commence.
16. 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.
17. 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.
18. 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.

Continued to Sheet No. 8.1175

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1175

Continued from Sheet No. 8.1170

19. 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.
20. At the Customer's expense, within 10 working days following the termination of this Agreement, the Customer shall permanently isolate the BAT and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, allow the Company's inspection of the isolation and coordinate with the Company for return of the Company's lock.
21. 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.
22. 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.

SIGNATURE: _____ CUSTOMER
By: _____
Its: _____

SIGNATURE: _____ COMPANY
By: _____
Its: _____

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1180

**AGREEMENT ADOPTING
STANDARD INTERCONNECTION AGREEMENT
FOR INTERCONNECTED CUSTOMER-OWNED BATTERY SUBSYSTEMS**

THIS AGREEMENT is entered into by and between Tampa Electric Company ("Tampa Electric") and
("Customer"), whose address is

_____.

WHEREAS, Customer rents property from

(Name of Property Owner) ("Property Owner") located at the following address:

_____.

("The Premises"); and

WHEREAS, Property Owner and Tampa Electric are parties to a Standard Interconnection Agreement for an Interconnected Customer-Owned Battery Subsystem (SIA) located at the Premises; and

WHEREAS, pursuant to the lease/rental agreement between Customer and Property Owner, Customer is entitled to the use and benefit of the renewable generation located at the Premises; and

WHEREAS, Tampa Electric and Customer recognize that, for the mutual protection and benefit of Customer, Tampa Electric, Property Owner and the general public, Customer must abide by all of the terms, conditions and obligations of Property Owner set forth in the SIA that relate to safety and govern the use, operation and maintenance of the Battery Subsystem located at the Premises.

Continued to Sheet No. 8.1185

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 8.1185

Continued from Sheet No. 8.1180

In recognition of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Tampa Electric and Customer agree as follows:

1. Attached hereto as Exhibit "A" is the SIA entered into by and between Tampa Electric and Property Owner regarding the interconnection of the Interconnected Customer-Owned Battery Subsystem located at the Premises.
2. Customer agrees to abide by and comply with all applicable provisions of the SIA attached as Exhibit "A" that relate to safety and that govern the use, operation and maintenance of the Battery Subsystem located at the Premises.
3. This Agreement shall remain in effect for the duration of Customer's rental and control of the Premises.

DATED this _____ day of _____, _____.

TAMPA ELECTRIC COMPANY

Customer

By: _____

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: