

# AUSLEY McMULLEN

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January 19, 2021

**VIA: ELECTRONIC FILING**

Mr. Adam J. Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

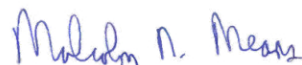
In re: Petition of Tampa Electric Company for approval of Direct Current Microgrid  
Pilot Program; Docket No. 20200234-EI;

Dear Mr. Teitzman:

Attached for filing in the above docket are Tampa Electric Company's responses to Staff's  
Third Data Request (Nos. 1-6), propounded on December 30, 2020.

Thank you for your assistance in connection with this matter.

Sincerely,



Malcolm N. Means

MNM/bmp  
Attachment

cc: All Parties of Record (w/attachment)  
Suzanne Brownless, Special Counsel, FPSC (w/attachment)

**TAMPA ELECTRIC COMPANY  
DOCKET NO. 20200234-EI  
STAFF'S THIRD DATA REQUEST  
REQUEST NO. 1  
PAGE 1 OF 6  
FILED: JANUARY 19, 2021**

1. Please provide copies of the Block Energy System Addendum and Grant of Easement that will be given to participants in the Direct Current Microgrid Pilot Program (Pilot Program).
  - A. Copies of the Block Energy System Addendum and the Grant of Easement are attached. Please note, however, that Tampa Electric is in the process of amending the Block Energy System Addendum. The company will supplement this document with the amended version when it becomes available.

Tampa Electric is proposing to amend the Addendum to remove language informing homeowners that they will be restricted from installing their own rooftop solar during the pilot and to include a statement informing potential homebuyers that they can contact Tampa Electric with any questions they may have regarding the Pilot Program along with a website link and phone number for those questions.

**BLOCK ENERGY SYSTEM ADDENDUM**

**THIS BLOCK ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is delivered in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot \_\_\_\_\_ of Block \_\_\_\_\_, of \_\_\_\_\_ Subdivision/Plat in the community known as **SUNSHINE VILLAGE / SOUTH SHORE BAY** (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Program Details.** Buyer hereby acknowledges that the local electric utility, Tampa Electric Company ("**Tampa Electric**"), has installed or may install a Block Energy System (the "**System**") on the Lot as described below and that the System is a pilot program subject to approval by the Florida Public Service Commission or its successors ("**FPSC**"). If FPSC does not approve the pilot program, or if the FPSC conditions associated with granting such approval are not satisfactory to Tampa Electric in its sole discretion, Tampa Electric may cancel the pilot program.

**Description of the System:** The System is a community microgrid that consists of solar generation (photovoltaic solar panels located on the roof of the home on the Lot and on other homes in Phase AA3 of Southshore Bay (the "**Subdivision**")), energy storage and control systems located on the Lot ("**Block Box**") and other lots in the Subdivision, all interconnected to an underground, local direct current (DC) infrastructure ("**Block Ring**"). Distributed generation devices located on the Lot are interconnected to the Block Ring and provide energy for use within the entirety of the System; energy is supplied back to the Home on the Lot, as well as other homes located in the Subdivision that receive service from the Block Ring, through the Block Box as standard alternative current (AC) electricity. The System also utilizes a Community Energy Park located adjacent to the Subdivision that includes additional energy storage and gas-fired generation to provide extra energy to the homes within the System when needed.

Buyer hereby acknowledges the following:

(a) Tampa Electric will own the System (including the solar panels) and will operate and maintain the System in accordance with its tariff on file with the FPSC. Buyer will have no obligation to maintain any part of the System.

(b) The System is located on the Lot and other lots within the Subdivision pursuant to a utility easement, in substantially the form attached hereto as **Exhibit "1"**. The easement allows Tampa Electric to access the Lot from time to time to operate, maintain, repair, relocate, modify or remove the System (or components) in its sole discretion.

(c) The power generated by the solar panels and stored in the System will be owned by Tampa Electric and will be used by it to serve the Home, and other homes in the Subdivision, with electricity. Tampa Electric may transmit excess power generated by the System to the conventional AC grid.

(d) Buyer will pay the standard tariff rate for electrical service provided without any additional charge for the utilization of the System in providing such service.

(e) Buyer will be required to abide by the Association rules and regulations, which, in relation to the System, include the following:

i. Tampa Electric will have exclusive rights to the Community Energy Park site.

ii. No homeowners in the Subdivision will be allowed to install additional solar panels or any other power generators on their property until December 31, 2024.

(f) Buyer can and should continue to perform any regular maintenance within the easement areas on Buyer's Lot (for instances, mowing grass, pressure washing pavement), which will help prevent excessive wear and tear. However, Buyer should notify Tampa Electric if there are any concerns (such as damage, malfunction, or maintenance problems) with the utility easement areas, Block Box, Block Ring, or solar panels. **BUYER SHALL NOT PERFORM THIS WORK HIMSELF/HERSELF.** Buyer should not attempt nor allow anyone other than Tampa Electric to attempt to maintain (except the regular maintenance of the easement areas as expressly set forth in this paragraph), relocate, repair, or modify the utility easement areas, Block Boxes, Block Ring, or solar panels. In the event use of the System is interrupted, Tampa Electric will provide electric service to the Lot using the conventional AC energy grid, the connection to which has also been installed in the Subdivision.

(g) Buyer will be asked, as part of the easement, to consent to the use of energy consumption data from the Lot to study, maintain, improve and market the System technology. Tampa Elect will anonymize any use of such data to protect Buyer's privacy.

(h) Tampa Electric reserves the right in its sole discretion to permanently discontinue use of the System. If it does so, it will: continue serving the Home with conventional AC service, remove the components of the System from Buyer's property, and, as described in the easement, give Buyer an opportunity to take title to the Tampa Electric owned solar panels installed on the Home's roof and utilize them to provide power to the Home. To do so, Buyer will be required per Tampa Electric's tariff to enter into a standard interconnection agreement.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

(i) If Seller has not built or sold all of the homes platted in the Community by June 30, 2023, Tampa Electric may at its option upon written notice to Seller (i) terminate the pilot program or (ii) reduce the number of homes served by the System to the number sold by such date.

(j) In coordination with the pilot program, the developer of the Community may, but without obligation to, construct a dog park in the Community and install three (3) electric golf-cart chargers (the "**EV Chargers**"). The dog park and the EV Chargers are not a part of the System and are not being installed or maintained by Tampa Electric or Seller.

3. **Release Provisions.** Buyer understands and acknowledges that there is no guaranty that the proposed BLOCK Energy System will be approved, installed, or become operational or that the dog park or the EV Chargers will be built or installed. Buyer further understands and acknowledges that Tampa Electric has the right, in its sole discretion, (1) to provide power from its standard AC System at any time to supply any or all of the Homes and (2) to suspend or discontinue use of the System at any time, and to remove or turn over some or all of the System components as it determines to be appropriate at Tampa Electric's expense. Buyer hereby releases Seller from any responsibility or liability for or related to the pilot program, the proposed BLOCK Energy System, the potential dog park, or the potential EV Chargers, and Buyer understands and agrees that this Agreement is not contingent upon the installation, use or operation of the proposed BLOCK Energy System, pilot program, dog park, or EV Chargers.

4. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement or any other addenda and/or riders, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

SELLER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent of Seller  
Date: \_\_\_\_\_

Exhibit "1"

Form of Easement

CLERK OF CIRCUIT COURT RETURN TO PREPARER:

Prepared by: Real Estate Department  
Tampa Electric Company  
702 N. Franklin Street  
Tampa, FL 33602

Space

Reserved for Clerk

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, a \_\_\_\_\_ corporation (together with its successors and assigns, collectively, the "**Grantor**") whose address is \_\_\_\_\_, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **TAMPA ELECTRIC COMPANY**, a Florida corporation (together with its successors and assigns, collectively, the "**Grantee**") whose principal address is 702 N. Franklin Street, Tampa, Florida 33602, and its successors and assigns, a perpetual non-exclusive easement (the "**Easement**") to access, inspect, maintain, operate, and repair Grantee's assets, which are described in paragraph 1 and located exterior of enclosed buildings, at \_\_\_\_\_, FL 33\_\_\_\_\_, legally described in Schedule A (the "**Premises**") pursuant to this Grant of Easement (this "**Agreement**").

1. Grant: Grantor hereby grants Grantee a permanent, non-exclusive easement to install, expand, access, inspect, maintain, operate, modify, update, repair, replace, and, subject to this Easement, remove the following: (1) a solar photovoltaic system on the roof of the primary residence constructed on the Premises, (2) battery and control units not to exceed 5 feet in height nor a 4 foot by 4 foot horizontal area, and (3) meters and automated transfer switches (collectively, the "**Assets**") at, upon, under, across and over the exterior (including, without limitation, the roof, exterior walls, driveways and yard) of the Premises, together with:

- a. the right of Grantee to provide, install, and maintain through or under the Premises such cables, electric lines, ducts, transformers, and other apparatus as may, in the opinion of Grantee, be necessary or desirable for connecting the Assets to or for the benefit of Grantee's electrical system;
- b. the right of Grantee for reasonable access to receive, unload, store, and protect all materials, tools and equipment at a mutually agreeable location on the Premises as needed, and a mutually agreed area on the Premises during maintenance of the Assets; and
- c. a non-exclusive easement for ingress and egress over, across, and under the Premises to and from the Assets to Grantee and its employees, agents, contractors and subcontractors, at all times, to enter that portion of the Premises on which the Assets exist, and do thereon such acts and things as may be necessary or desirable for the purpose of inspecting, maintaining, repairing, replacing and removing the Assets, electric lines, or other ancillary equipment or apparatus.

2. Use and Limitation: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances, and statutes. Grantee shall be permitted to restrict access to the area immediately surrounding the Assets when maintenance, repair, replacement, or removal is being performed; provided, Grantee shall provide at least three (3) days prior notice to Grantor prior to such restriction of access except in the event of any life or safety related emergency. Grantee shall have 24/7 access to the Assets.

3. Maintenance:

a. Grantor shall, at its own expense, maintain the Premises to prevent damage or excessive wear and tear of the Assets, however; Grantor shall not attempt, nor shall Grantor allow anyone other than Grantee to attempt, to maintain, relocate, repair, or modify the Assets. Grantor shall promptly notify Grantee if Grantor sees any damage to, or has any concern regarding, any of the Assets, including if Grantor suspects any of the Assets have been damaged, tampered with, malfunctioned, or have a maintenance problem. Grantor shall not tamper with, damage, or obstruct any of the Assets, nor shall Grantor allow any other persons to tamper with, damage, or obstruct any of the Assets. Grantor shall trim and maintain trees on the Premises in a manner so that a tree does not impair the effective collection of solar power from the solar photovoltaic panels. If Grantor's maintenance of his or her home requires temporary removal of the Assets (for example, to replace a roof), Grantor shall notify Grantee at least thirty (30) days prior to the proposed maintenance and Grantee shall make necessary plans with Grantor to temporarily relocate, remove, and reinstall, or otherwise manage the Assets during the proposed maintenance.

b. Grantee shall, at its own expense, maintain, repair and replace the Assets in accordance with its tariff and other applicable laws, regulations and ordinances.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

4. Consent: Grantor hereby consents to the use of information obtained from the Assets by Grantee to operate and maintain the System, to provide service to its customers, and for Grantee's other internal business purposes, and consents to the sharing of such information with affiliates, contractors and other third parties in furtherance of such purposes. In addition, Grantor understands that Grantee and its affiliates will be studying the use and efficiency of the Assets, and for other legitimate business purposes, and hereby consents to the use by Grantee, its affiliates, and other third parties, of such information for any other purpose provided that such information shall not be shared with third parties unless the information is anonymized or de-identified or unless the recipients of such information are subject to a confidentiality agreement.

5. Termination: Grantee may terminate this Easement at any time. Unless Grantor requests removal of the installed solar photovoltaic panels within ninety (90) days after being notified by Grantee ("**Removal Notice Period**") that this Easement will terminate, Grantee shall transfer ownership of the installed solar photovoltaic panels installed on the Premises to Grantor, AS-IS, WHERE-IS; provided Grantor enters into and complies with an interconnection agreement with Tampa Electric as required by Tampa Electric's tariff for other customers with solar panels on their roofs, in which event Grantor shall provide access to the home on the Premises to Tampa Electric or its contractor to install, and Tampa Electric shall install or cause to be installed, at Tampa Electric's expense, any equipment required to invert the energy produced by the panels from DC to AC so that the energy is suitable for use in the home on the Premises. Grantee shall have a period of one hundred eighty (180) days after the expiration of the Removal Notice Period, in which to remove from the Premises the Assets, which shall exclude the solar photovoltaic panels unless removal of such panels was requested by Grantor. Upon removal of the Assets, Grantee shall restore the Premises to the condition in which it existed prior to removal, reasonable wear and tear excepted, including restoring the roof to a functional, complete, and watertight state if impacted by the solar photovoltaic panel removal, and Grantee shall record a release of this Easement.

6. Relocation: Grantee agrees upon the request of Grantor to relocate its Assets, over, under and upon subject parcel at the expense of Grantor; provided relocation does not adversely affect the safe, reliable and efficient performance of the System. In no event shall any of the Assets be deemed a fixture.

7. Electric Service. Electric service will be provided to customers who own or reside at the Premises in accordance with and subject to Grantee's retail tariff, as may be amended from time to time, and nothing in this Easement will modify, limit otherwise affect the terms and conditions under Grantee's retail tariff.

8. Binding Effect: This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Exclusive Easement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
in the presence of:

**GRANTOR:**

\_\_\_\_\_  
a \_\_\_\_\_ limited liability company

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Name

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, a Member of \_\_\_\_\_, a limited liability company, on behalf of said company. He/She personally appeared before me, is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name  
Commission Expires:

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

**SCHEDULE "A"**

Legal Description:

*(Legal description of the Premises.)*

**TAMPA ELECTRIC COMPANY  
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2. With regard to the Block Energy System Addendum and Grant of Easement:
- a. When will these documents be given to participants in the Pilot Program?
  - b. Who will explain the terms and conditions of electric service set forth in these documents to Pilot Program participants?

- A. a. When a potential homebuyer informs Lennar that they would like to purchase a home in Southshore Bay Phase AA3, Lennar supplies that homebuyer with a purchase and sale agreement. The homebuyer must execute the purchase and sale agreement before Lennar will begin construction on a home. The Block Energy System Addendum and the Grant of Easement are included in the purchase and sale agreement, meaning the potential homebuyer must initial each page of the Addendum and sign the Addendum when they execute the home purchase agreement.

Going forward, potential homebuyers will receive the revised version of the Block Energy System Addendum described in the response to Request No. 1, above. With respect to all customers who received the previous version of the Addendum, the plan is that that they will all receive a letter from Tampa Electric informing them that they have the right to install additional solar on the roof if they choose to do so.

- b. The terms and conditions of electric service are the same as non-participants, except for the changes set out in the Block Energy System Addendum. Tampa Electric informs potential homebuyers about these changes through several channels. First, Tampa Electric developed copy and graphics that describe the Block Energy System and the Pilot Program and provided them to Lennar. Lennar used the copy and graphics to develop marketing materials utilized for selling homes included in the Pilot. Second, Tampa Electric prepared the Block Energy System Addendum, which explains the terms and conditions of the Pilot Program. As explained above, potential homebuyers must sign the Block Energy System Addendum and will receive the Grant of Easement when they contract with Lennar to purchase a home. Third, Tampa Electric is working with Lennar to amend the Block Energy System Addendum to include language informing the buyer that they may contact Tampa Electric with any



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questions about the System or the Pilot along with a phone number and a website link. Homebuyers thus will have an opportunity to contact Tampa Electric to learn more about the Pilot Program between execution of the home purchase agreement and the closing date for the home. Finally, the neighborhood's homeowners' association documents will be amended to include information about the Block Energy System and the Pilot that was drafted in collaboration with Tampa Electric. These HOA documents will be publicly available and available to potential homebuyers.

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3. Will participants in the Pilot Program be able to install their own photovoltaic panels while participating in the Pilot Program?
- A. The current versions of the Developer Agreement and the Builder Agreement contain language that would restrict homeowners from installing their own rooftop solar during the Pilot Program. The current Block Energy System Addendum also refers to this restriction. Tampa Electric is currently working with Metro and Lennar to amend those documents to remove this restriction. Tampa Electric will also amend its Petition to remove the request for a variance or waiver of the Commission's net metering rule.

Homeowners will be able to install their own photovoltaic panels and net meter, but if they do so they will no longer receive service through the Block Energy System. Homebuyers who purchase one of the homes included in the Pilot Program retain the right to install their own photovoltaic panels, interconnect to the Tampa Electric system, and net meter as provided by Commission Rule and Tampa Electric's net metering tariff. If a homebuyer does so, Tampa Electric would change that home's service delivery so Tampa Electric would provide electric service to the customer solely from the standard AC distribution system just as it would with any other net metered customer. The net metered customer would no longer receive power from the Block Energy System installed as part of the Pilot Program. Tampa Electric, however, would retain the easement on the subject property, meaning the company could continue to own, operate, and maintain the Block Energy System components (including the Tampa Electric owned solar array located on that customer's roof) on the net metered customer's property.

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4. If a participant wishes to install their own photovoltaic panels:
  - a. What steps will TECO take to maintain the integrity of the Pilot Program data?
  - b. Will net metering be available to the participant for the electricity generated by their own photovoltaic panels?
  
- A.
  - a. Any homeowner that installs their own solar panels and enters into an interconnection agreement with Tampa Electric, and is thus net metered, will no longer receive power from the Block Energy System but will be served solely by the standard AC distribution system. As a result, the customer's incremental solar will not be interconnected with the Block Energy System. In effect, the only change to the Pilot Program parameters will be that the net metered customer's load will no longer be served by the Block Energy System. The Block Energy System components will remain on the customer's property pursuant to the easement.

Tampa Electric will continue to use the energy generated by the company-owned rooftop solar panel on the customer's home and the company-owned battery energy storage in the Block Box installed on the customer's property. Tampa Electric will account for these additional energy sources and loss of the customer's load when evaluating the performance of the overall Pilot Program.
  - b. Yes. Customers who install their own solar system will be permitted to interconnect and net meter provided that they comply with the Commission's net metering rule, Tampa Electric's interconnection agreement, and the applicable company tariff. If a customer contacts Tampa Electric and expresses a desire to install their own solar and net meter, the company will explain that the customer will not be able to both net meter their own solar and receive electric service through the Block Energy System.

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5. Does the participant have the right to leave the Pilot Program before the initial four year term is completed?

a. If so, what will happen to the solar panels owned by TECO installed on the participant's roof?

b. If so, how will the participant thereafter receive electric service?

A. Tampa Electric did not design the Pilot Program and the agreements with Lennar and Metro to include any right for participants to leave the Pilot Program during the initial four-year term for two main reasons.

First, Tampa Electric expects that individuals who purchase a home that is included in the Pilot Program are doing so because they want to participate in the Pilot. The homes included in the Pilot Program are a limited subset of homes within a much larger development. Lennar markets the Block Energy System as one of the benefits of purchasing one of the Pilot Program homes, and potential homebuyers must sign the Addendum and will receive the Grant of Easement when they enter into a contract to purchase one of those homes. Tampa Electric structured the agreement with Lennar to respect Lennar's commitment to market these homes as part of the Pilot Program. Potential homebuyers who do not want to participate in the Pilot Program can find similar homes for sale by Lennar within very close proximity to the Pilot Program sites.

Second, Tampa Electric designed the Pilot Program to include a fixed number of homes participating for a fixed period of time in order to effectively evaluate the performance of the Block Energy System.

A homeowner will effectively "opt out" of the Pilot Program, however, if they install, interconnect, and net meter their own solar. Such a customer will, from that point onward, be served exclusively through the standard AC distribution system.

a. As explained above, Tampa Electric did not design the program to include an "opt out" option. Even if a customer were to leave the Pilot, Tampa Electric would retain an easement on each lot included in the Pilot Program that permits the company to own, operate, and maintain Block Energy System components, including the company-owned solar panels.

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- b. Each home in the Pilot Program has both an interconnection to the standard (backup) AC grid and a primary AC supply derived from that home's Block Box. Both of these supply lines are connected to a transfer switch at each home. If a customer "opts out" of the Pilot Program by installing and interconnecting their own system, that customer will be switched from the Block Box AC supply to the AC grid power supply and served exclusively by Tampa Electric's standard AC distribution system.

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- 6.** If a home in the Pilot Program is sold during the initial four year term, does the new Buyer have to agree to continue participation in the Pilot Program or can the new Buyer opt out?
  - A.** Individuals who purchase a home within Southshore Bay Phase AA3 purchase that home subject to a permanent recorded easement that gives Tampa Electric permission to own, operate, and maintain the components of the Block Energy System on the property in question. The HOA documents will also include information regarding the Block Energy System and the Pilot Program. These homes will continue to receive service through the Block Energy System even after a sale transaction.