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March 13, 2002

HAND DELIVERED

Mr. Lee Colson
Division of Economic Regulation
Florida Public Service Commission
Room 200H – Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

020000 -PU

Re:

Standard Interconnection Agreement for Small Photovoltaic Systems 10 KW or

Less

Dear Mr. Colson:

Pursuant to Rule 25-6.065, Florida Administrative Code, as amended pursuant to the Commission's vote on December 17, 2001 in Docket No. 010982-EU, we enclose for administrative approval five copies of Tampa Electric Company's Standard Interconnection Agreement for Small Photovoltaic Systems 10 KW or Less.

Please feel free to give me a call if you have any questions or desire further information.

Sincerely,

James D. Beasley

JDB/pp Enclosures

cc:

Angela Llewellyn Howard T. Bryant

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DOCUMENT NUMBER-DATE

02922 MAR 138

STANDARD INTERCONNECTION AGREEMENT FOR SMALL PHOTOVOLTAIC SYSTEMS 10 KW OR LESS

| 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 | l "Company"), a | corporation organized |
| under the laws of the State of Florida. The Custo | omer and the Com | pany shall collectively |
| be called the "Parties". | | |

WITNESSETH:

WHEREAS, a Small Photovoltaic System (SPS) is a solar powered generating system that uses an inverter rated at no more than 10 kW alternating current (AC) power output and is primarily intended to offset part or all of a customer's current electricity requirements.

WHEREAS, the Customer has made a request to interconnect its SPS with the Company's electrical supply grid.

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 SPS equipment, its installation, its operation and its maintenance shall be in compliance with IEEE-929 Standards and UL-1741 Standards, the National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes and the manufacturer's installation, operation and maintenance instructions. The customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company, which shall be attached to this Agreement.
- 2. The Customer shall have the completed SPS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval, which shall be attached to this Agreement.
- 3. 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). The Customer shall provide initial proof of insurance in the form of a certificate attached to this Agreement evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the SPS 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.

- 4. The Customer shall pay to the Company a eighty-nine dollars (\$89), one-time, non-refundable charge for processing this Agreement.
- 5. 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; and is responsible for insuring that the SPS equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
- 6. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the SPS and any Customer wiring connected to the Company's utility system such that back feed from the SPS 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 within six (6) feet of the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock.
- 7. The Company may open the switch, isolating the SPS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The switch will be re-closed as soon as practical once the conditions causing the disconnection cease to exist. Typical 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 SPS 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 SPS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
- 8. The Customer shall defend, protect, indemnify and hold harmless the Company (including reimbursement of all attorney's fees) from and against any and all losses, damages, costs, expenses, claims, causes of action, lawsuits and liabilities arising out of or relating in any way to the operation of the SPS by Customer, except to the extent such loss is caused by the negligent action of the Company.
- 9. 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 SPS. Specifically, any company inspection of the SPS shall not be construed as confirming or endorsing the SPS design or its operating or

maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the SPS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any SPS equipment or procedure.

- 10. 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. For this account, the Customer's service will be metered with a single meter with two registers or a dual meter option. Either metering configuration will prevent reverse registrations. 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 reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 11. Excess kWh are defined as the kWh produced by the Customer's SPS in excess of any kWh from the SPS used to self-serve the Customer's electric requirements. All excess kWh will be delivered to the Company's electric grid. The Company will credit the Customer's Company electric bill account for the value of the excess kWh. The value of the credit shall be based on the As-Available energy payments for Qualifying Facilities with standard kilowatt-hour metering, as specified in the Company's COG-1 tariff. Crediting may reflect a monthly lag.
- 12. The Customer agrees to permit the Company, if it should so choose, to inspect the SPS and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to witness the initial testing of the Customer's SPS equipment and protective apparatus.
- 13. 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 SPS may commence.
- 14. 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.
- 15. 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.

- 16. 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 may be modified, changed, or amended from time to time.
- 17. 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.
- 18. 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 SPS 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.

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

| WITNESSES: | CUSTOMER | | |
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| | By: | | |
| | Its: | | |
| WITNESSES: | COMPANY | | |
| | By: | | |
| | Its: | | |