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July 31, 2008

HAND DELIVERED

RECEIVED FPSC
JUL 31 PM 3:12
COMMISSION CLERK

Ms. Anna Cole, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 080255-EI; Petition of Tampa Electric Company for Approval of Standard Interconnection Agreements for Expedited Interconnection of Customer-Owned Renewable Generation and Associated Net Metering Tariff

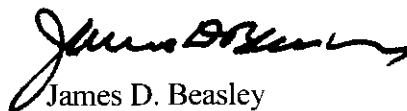
Dear Ms. Cole:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Supplement to Petition for Approval of Standard Interconnection Agreements for Expedited Interconnection of Customer-Owned Renewable Generation and Associated Net Metering Tariff.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Enclosure

cc: Martha Carter Brown (w/enc.)

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DOCUMENT NUMBER-DATE

06732 JUL 31 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for Approval of Standard Interconnection)
Agreements for expedited interconnection of)
customer-owned renewable generation and)
associated net metering tariff.)
_____)

DOCKET NO. 080255-EI
FILED: July 31, 2008

**SUPPLEMENT TO PETITION OF TAMPA ELECTRIC COMPANY
FOR APPROVAL OF STANDARD INTERCONNECTION AGREEMENTS
FOR EXPEDITED INTERCONNECTION OF CUSTOMER-OWNED
RENEWABLE GENERATION AND ASSOCIATED NET METERING TARIFF**

Tampa Electric Company ("Tampa Electric" or "the company") hereby supplements its petition filed May 7, 2008 in the above proceeding and, as grounds therefor, says:

1. Following the submission of Tampa Electric's petition in this proceeding Staff has suggested a number of potential changes for improvement of the company's standard interconnection agreements for expedited interconnection of customer-owned renewable generation and association net metering tariffs. In accordance with Staff's suggestions, Tampa Electric has prepared and submits herewith as Exhibit "A" for Commission approval its standard interconnection agreements in standard and legislative format, including the changes suggested by Staff. Tampa Electric respectfully requests that Exhibit "A" to this supplement to petition be substituted in place of Exhibit "A" that accompanied the original petition.

2. Attached hereto as Exhibit "B" is a document detailing the nine changes Tampa Electric has made to its proposed interconnection agreement tariffs.

WHEREFORE, Tampa Electric Company respectfully requests that the Commission consider and approve the company's proposed standard interconnection agreements attached to this supplement as Exhibit "A" as well as the application fees for Tiers 2 and 3 addressed in

DOCUMENT NUMBER-DATE

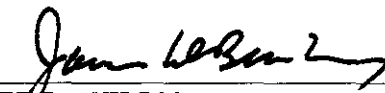
06732 JUL 31 8

FPSC-COMMISSION CLERK

Exhibits "B" and "C" to the company's original petition, the Tier 3 interconnection study charge as amended in the Tier 3 proposed agreement attached hereto as Exhibit "A", and the proposed rate schedule NM-1 attached to the company's original petition as Exhibit "D", with each of the foregoing becoming effective and applicable for the first billing cycle of the month following the month in which they are approved.

DATED this 31st day of July 2008.

Respectfully submitted,




LEE L. WILLIS
JAMES D. BEASLEY
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Supplement to Petition of Tampa Electric Company, has been forwarded by U. S. Mail or hand delivery (*) on this 31st day of July 2008 to the following:

Ms. Martha Carter Brown*
Senior Counsel
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL, 32399-0850



ATTORNEY

Exhibit "A"



Application for Interconnection of a Renewable Generator System

General Information		
Customer Name:		
Street Address:	Tampa Electric Account #:	
City:	State:	Zip:
Contact Name:		
Phone:	Fax:	
Email Address:	SS # or Tax ID #:	
Photovoltaic Information (Manufacturer, Model #, kW, etc. - see instructions for details)		
Inverter Manufacturer:	Model #:	
Panel Manufacturer:	Model #:	
KW Power Rating:	Type of Panel:	
kW/Unit:	Installed Date:	
# of panels:		
Installed by:	Installed cost: (Optional)	
Comments:		
Interconnection Data Only		
Annual kWh:	Max kWd:	
Feeder number:	TLN:	
Comments:		



Application for Interconnection of a Renewable Generator System

General Information		
Customer Name:		
Street Address:	Tampa Electric Account #:	
City:	State:	Zip:
Contact Name:		
Phone:	Fax:	
Email Address:	SS # or Tax ID #:	
Renewable Generator System Information (Manufacturer's name, kW, must be in open position prior to submittal)		
Inverter Manufacturer:	Model #:	
Panel Manufacturer:	Model #:	
KW Power Rating:	Type of Panel:	
kW/Unit:	Installed Date:	
# of panels:		
Installed by:	Installed cost: (Optional)	
Comments:		
Tampa Electric System		
Annual kWh:	Max kWd:	
Feeder number:	TLN:	
Comments:		



**STANDARD INTERCONNECTION AGREEMENT FOR
TIER 1 RENEWABLE GENERATOR SYSTEMS**

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 1 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (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 (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1005



Continued from Sheet No. 8.1000

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In any case, increases in GPR above 2 megawatts (MW) would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1010



Continued from Sheet No. 8.1005

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. The Company encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000).
10. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
11. The Customer shall install, at the Company's expense and subject to the approval of the cost by the Company, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS to the Company's utility system cannot 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked 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. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds the Company's cost to have the switch installed through its own means, the Company shall install the switch, and the Customer shall provide reasonable accommodation to the Company for such installation. See Company website for information regarding Company's cost for switch installation.

Continued to Sheet No. 8.1015



Continued from Sheet No. 8.1010

12. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:

- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.

13. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.

14. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.

Continued to Sheet No. 8.1020



Continued from Sheet No. 8.1015

15. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
16. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.
17. 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 RGS may commence.
18. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.

Continued to Sheet No. 8.1025

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1020

19. 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.
20. 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 RGS 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.
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 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.
23. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
24. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.
25. 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.

Continued to Sheet No. 8.1030

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1025

26. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

27. Upon the occurrence of any of the following grounds for default, the Company may notify the Customer that the Customer is in default:

- a. Customer's non-compliance with or violation of any state or local governmental law or regulation governing electric service.
- b. Customer's breach of any material provision of this Agreement.
- c. Customer's failure or refusal to correct any deficiencies or defects in his wiring or equipment which are reported to him by the Company.
- d. Customer's non-compliance with the Company's rules and regulations as set forth in the Company's tariff.
- e. Customer's voluntary declaration of bankruptcy.

The Customer shall be afforded a period of 15 calendar days from the date of receipt of a notification of default within which to correct or reverse any ground for default set forth in the Company's notice of default. In the event the Customer fails to correct or reverse any ground for default within the 15-day time period, the Company may provide Customer notice of termination of this Agreement, whereupon this Agreement shall be rendered terminated and of no further force or effect. This provision concerning default and termination shall not restrict the right of the Company to avail itself of any other remedial measures described in paragraph 12 hereof relative to opening the switch and isolating the Customer without prior notice to the Customer.

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

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____



**STANDARD INTERCONNECTION AGREEMENT FOR
TIER 2 RENEWABLE GENERATOR SYSTEMS**

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 2 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated above a lower limit of 10 kilowatts (kW) and no more than 100 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 (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1040



Continued from Sheet No. 8.1035

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Decrease in GPR below the 10 kW limit, or increase in GPR above the 100 kW limit would necessitate entering into a new agreement at either Tier 1 or Tier 3 which may impose or remove additional requirements on the Customer. In any case, increases in GPR above 2 megawatts (MW) would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1045



Continued from Sheet No. 8.1040

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. 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 initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance 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.
10. Subject to an approved inspection, including installation of acceptable disconnect switch or completion of any expansion or other work identified in an interconnection study, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. If after initial inspection the Company determines that an interconnection study is necessary, there shall be no delay in execution of this Agreement associated with any such study and no charge to the Customer associated with the study. The Customer shall pay to the Company a \$250, one-time, nonrefundable application fee. If, as a result of any interconnection study that is performed associated with the RGS, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the RGS on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged for.
11. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.

Continued to Sheet No. 8.1050



Continued from Sheet No. 8.1045

12. The Customer shall install, at the Customer's expense a manual disconnect switch of the visible load break type (or a type mutually agreed to by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock.
13. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:
- Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
14. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.

Continued to Sheet No. 8.1055



Continued from Sheet No. 8.1050

15. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
16. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
17. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.
18. 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 RGS may commence.

Continued to Sheet No. 8.1060

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued for Sheet No. 8.1055

19. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
20. 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.
21. 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 RGS 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.
22. 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.
23. 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.
24. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
25. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.

Continued to Sheet No. 8.1065



TAMPA ELECTRIC

Continued from Sheet No. 8.1060

26. 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.

27. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

28. Upon the occurrence of any of the following grounds for default, the Company may notify the Customer that the Customer is in default:

- a. Customer's non-compliance with or violation of any state or local governmental law or regulation governing electric service.
- b. Customer's breach of any material provision of this Agreement.
- c. Customer's failure or refusal to correct any deficiencies or defects in his wiring or equipment which are reported to him by the Company.
- d. Customer's non-compliance with the Company's rules and regulations as set forth in the Company's tariff.
- e. Customer's voluntary declaration of bankruptcy.

The Customer shall be afforded a period of 15 calendar days from the date of receipt of a notification of default within which to correct or reverse any ground for default set forth in the Company's notice of default. In the event the Customer fails to correct or reverse any ground for default within the 15-day time period, the Company may provide Customer notice of termination of this Agreement, whereupon this Agreement shall be rendered terminated and of no further force or effect. This provision concerning default and termination shall not restrict the right of the Company to avail itself of any other remedial measures described in paragraph 13 hereof relative to opening the switch and isolating the Customer without prior notice to the Customer.

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

WITNESSES:

WITNESSES:

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



**STANDARD INTERCONNECTION AGREEMENT FOR
TIER 3 RENEWABLE GENERATOR SYSTEMS**

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 3 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated above a lower limit of 100 kilowatts (kW) and no more than 2 megawatts (MW) alternating current (AC) power output and is primarily intended to offset part or all of a customer's current electricity.

WHEREAS, the Customer has made a request (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1075

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1070

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. For the inverter to be considered for certification for interconnected operation by the Company it must have been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by Tampa Electric, further design review, testing or additional equipment (as identified in any such study) may be required by Tampa Electric.
6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Decrease in GPR below the 100 kW limit would necessitate entering into a new agreement at either Tier 1 or Tier 2 which may impose or remove requirements on the Customer. In any case, increases in GPR above 2 MW would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1080



Continued from Sheet No. 8.1075

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance 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.
10. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application if there is no need for an interconnection study. The Customer shall pay to the Company a **\$500** one-time, nonrefundable application fee.
11. If the Company determines that an interconnection study is necessary to ensure the safe and reliable interconnection of the Customer's RGS and the Company's system, a fee may be imposed for such study based on the Company's actual costs. Should such a study be needed, the Customer shall pay a deposit of the lesser of 50 percent of good faith estimated interconnection study costs (the amount of said 50% not to exceed **\$2,000**) or earnest money of **\$1,000**. The final study fee will be based on actual study costs which will be invoiced to the Customer after the study is completed and delivered, less the deposit and without interest, and will include a summary of professional time. If the deposit exceeds the invoiced fees, the Company shall refund any excess within 30 calendar days of the invoice without interest. This Agreement shall be entered into within 90 days assuming data required to perform the study is promptly provided by the Customer. If, as a result of any interconnection study that is performed associated with the RGS, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the RGS on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged.

Continued to Sheet No. 8.1085



Continued from Sheet No. 8.1080

12. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
13. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed on by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock.
14. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:
- Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

Continued to Sheet No. 8.1090



Continued from Sheet No. 8.1085

15. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.
16. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
17. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kilowatts of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Continued to Sheet No. 8.1095



Continued from Sheet No. 8.1090

18. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.
19. 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 RGS may commence.
20. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
21. 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.

Continued to Sheet No. 8.1100



Continued from Sheet No. 8.1095

22. 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 RGS 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.
23. 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.
24. 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.
25. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
26. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.
27. 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.

Continued to Sheet No. 8.1105



Continued from Sheet No. 8.1100

28. Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

29. Upon the occurrence of any of the following grounds for default, the Company may notify the Customer that the Customer is in default:

- a. Customer's non-compliance with or violation of any state or local governmental law or regulation governing electric service.
- b. Customer's breach of any material provision of this Agreement.
- c. Customer's failure or refusal to correct any deficiencies or defects in his wiring or equipment which are reported to him by the Company.
- d. Customer's non-compliance with the Company's rules and regulations as set forth in the Company's tariff.
- e. Customer's voluntary declaration of bankruptcy.

The Customer shall be afforded a period of 15 calendar days from the date of receipt of a notification of default within which to correct or reverse any ground for default set forth in the Company's notice of default. In the event the Customer fails to correct or reverse any ground for default within the 15-day time period, the Company may provide Customer notice of termination of this Agreement, whereupon this Agreement shall be rendered terminated and of no further force or effect. This provision concerning default and termination shall not restrict the right of the Company to avail itself of any other remedial measures described in paragraph 14 hereof relative to opening the switch and isolating the Customer without prior notice to the Customer.

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

WITNESSES:

WITNESSES:

CUSTOMER

By: _____

Its: _____

COMPANY

By: _____

Its: _____



**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 "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, 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.~~

Continued to Sheet No. 8.1005

STANDARD INTERCONNECTION AGREEMENT FOR

ISSUED BY: C. R. Black J. B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



TIER 1 RENEWABLE GENERATOR SYSTEMS

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 1 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (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 (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1005

ISSUED BY: C. R. BlackJ. B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



Continued from Sheet No. 8.1000

- ~~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.~~~~

Continued to Sheet No. 8.1010

Continued from Sheet No. 8.1000

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third

ISSUED BY: C. R. BlackJ. B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



- party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
 5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
 6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
 7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the 10 kW limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In any case, increases in GPR above 2 megawatts (MW) would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1010



- ~~8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.~~
- ~~9. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. The Company encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000).~~
- ~~10. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.~~
- ~~11. The Customer shall install, at the Company's expense and subject to the approval of the cost by the Company, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS to the Company's utility system cannot 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked 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. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds the Company's cost to have the switch installed through its own means, the Company shall install the switch, and the Customer shall provide reasonable accommodation to the Company for such installation.~~

Continued from Sheet No. 8.1005

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.



9. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. The Company encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000).
10. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
11. The Customer shall install, at the Company's expense and subject to the approval of the cost by the Company, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS to the Company's utility system cannot 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked 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. If the switch installation cost proposed by the Customer or the Customer's contractor exceeds the Company's cost to have the switch installed through its own means, the Company shall install the switch, and the Customer shall provide reasonable accommodation to the Company for such installation. See Company website for information regarding Company's cost for switch installation.

Continued to Sheet No. 8.1015



Continued from Sheet No. 8.1005

- ~~12. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.~~
- ~~13. 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.~~
- ~~14. 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.~~
- ~~15. 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.~~

Continued to Sheet No. 8.1015

Continued from Sheet No. 8.1010

ISSUED BY: C. R. Black J. B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



12. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:

- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.

13. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.

14. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.

Continued to Sheet No. 8.1020



Continued from Sheet No. 8.1015

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

WITNESSES: CUSTOMER
By:
Its:

WITNESSES: COMPANY
By:
Its:

Continued from Sheet No. 8.1015

15. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

16. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.

17. 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

ISSUED BY: C. R. BlackJ. B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 8.1020
CANCELS ORIGINAL SHEET NO. 8.1020

switch has been demonstrated to a Company representative, the Company will, within 10 business days, send written notice that parallel operation of the RGS may commence.

18. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.

Continued to Sheet No. 8.1025

ISSUED BY: C. R. Black, B. Ramil,
President

DATE EFFECTIVE: May 14, 2002



Continued from Sheet No. 8.1020

19. 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.
20. 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 RGS 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.
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 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.
23. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
24. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.
25. 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.

Continued to Sheet No. 8.1030

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1025

26. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

27. Upon the occurrence of any of the following grounds for default, the Company may notify the Customer that the Customer is in default:

- a. Customer's non-compliance with or violation of any state or local governmental law or regulation governing electric service.
- b. Customer's breach of any material provision of this Agreement.
- c. Customer's failure or refusal to correct any deficiencies or defects in his wiring or equipment which are reported to him by the Company.
- d. Customer's non-compliance with the Company's rules and regulations as set forth in the Company's tariff.
- e. Customer's voluntary declaration of bankruptcy.

The Customer shall be afforded a period of 15 calendar days from the date of receipt of a notification of default within which to correct or reverse any ground for default set forth in the Company's notice of default. In the event the Customer fails to correct or reverse any ground for default within the 15-day time period, the Company may provide Customer notice of termination of this Agreement, whereupon this Agreement shall be rendered terminated and of no further force or effect. This provision concerning default and termination shall not restrict the right of the Company to avail itself of any other remedial measures described in paragraph 12 hereof relative to opening the switch and isolating the Customer without prior notice to the Customer.

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

CUSTOMER

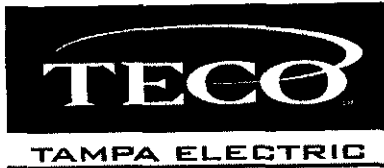
By: _____

Its: _____

COMPANY

By: _____

Its: _____



**STANDARD INTERCONNECTION AGREEMENT FOR
TIER 2 RENEWABLE GENERATOR SYSTEMS**

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 2 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated above a lower limit of 10 kilowatts (kW) and no more than 100 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 (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1040

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1035

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Decrease in GPR below the 10 kW limit, or increase in GPR above the 100 kW limit would necessitate entering into a new agreement at either Tier 1 or Tier 3 which may impose or remove additional requirements on the Customer. In any case, increases in GPR above 2 megawatts (MW) would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1045



Continued from Sheet No. 8.1040

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. 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 initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance 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.
10. Subject to an approved inspection, including installation of acceptable disconnect switch or completion of any expansion or other work identified in an interconnection study, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. If after initial inspection the Company determines that an interconnection study is necessary, there shall be no delay in execution of this Agreement associated with any such study and no charge to the Customer associated with the study. The Customer shall pay to the Company a \$250, one-time, nonrefundable application fee. If, as a result of any interconnection study that is performed associated with the RGS, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the RGS on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged for.
11. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.

Continued to Sheet No. 8.1050

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1045

12. The Customer shall install, at the Customer's expense a manual disconnect switch of the visible load break type (or a type mutually agreed to by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock.

13. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:

- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
- Failure of the Customer to maintain the required insurance for the duration of this Agreement.

14. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.

Continued to Sheet No. 8.1055



Continued from Sheet No. 8.1050

15. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
16. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
17. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.
18. 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 RGS may commence.

Continued to Sheet No. 8.1060

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



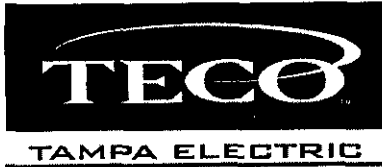
Continued for Sheet No. 8.1055

19. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
20. 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.
21. 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 RGS 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.
22. 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.
23. 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.
24. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Serviced Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
25. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.

Continued to Sheet No. 8.1065

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1060

26. 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.

27. The Company or Customer may seek resolution of disputes arising out of the interpretation of this Agreement pursuant to Rule 25-22.032, F.A.C. Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

28. Upon the occurrence of any of the following grounds for default, the Company may notify the Customer that the Customer is in default:

- a. Customer's non-compliance with or violation of any state or local governmental law or regulation governing electric service.
- b. Customer's breach of any material provision of this Agreement.
- c. Customer's failure or refusal to correct any deficiencies or defects in his wiring or equipment which are reported to him by the Company.
- d. Customer's non-compliance with the Company's rules and regulations as set forth in the Company's tariff.
- e. Customer's voluntary declaration of bankruptcy.

The Customer shall be afforded a period of 15 calendar days from the date of receipt of a notification of default within which to correct or reverse any ground for default set forth in the Company's notice of default. In the event the Customer fails to correct or reverse any ground for default within the 15-day time period, the Company may provide Customer notice of termination of this Agreement, whereupon this Agreement shall be rendered terminated and of no further force or effect. This provision concerning default and termination shall not restrict the right of the Company to avail itself of any other remedial measures described in paragraph 13 hereof relative to opening the switch and isolating the Customer without prior notice to the Customer.

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

WITNESSES: _____ CUSTOMER
 _____ By: _____
 _____ Its: _____

WITNESSES: _____ COMPANY
 _____ By: _____
 _____ Its: _____

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



**STANDARD INTERCONNECTION AGREEMENT FOR
TIER 3 RENEWABLE GENERATOR SYSTEMS**

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". The physical location / premise where the interconnection is taking place is _____.

WITNESSETH:

WHEREAS, a Tier 3 Renewable Generator System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated above a lower limit of 100 kilowatts (kW) and no more than 2 megawatts (MW) alternating current (AC) power output and is primarily intended to offset part or all of a customer's current electricity.

WHEREAS, the Customer has made a request (by providing the Company with a completed application) to interconnect its owned or leased RGS with the Company's electrical supply grid at the physical location / premise identified above.

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 RGS equipment, its installation, its operation and its maintenance shall be in compliance with the following standards:
 - a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

2. A Customer is not precluded from contracting for the lease, operation or maintenance of an RGS with a third party. Such lease may not provide terms or conditions that provided for any payments under the agreements to in any way mimic or reflect the purchase of energy produced by the RGS.

Continued to Sheet No. 8.1075

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1070

3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the RGS is leased to the Customer by a third party, or if operation or maintenance of the RGS is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Customer shall have the completed RGS inspected and approved by the appropriate code authorities having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company.
5. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. For the inverter to be considered for certification for interconnected operation by the Company it must have been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA). If an interconnection study is deemed necessary by Tampa Electric, further design review, testing or additional equipment (as identified in any such study) may be required by Tampa Electric.
6. The Customer's utility-interactive inverter shall not energize the Company's system when the Company's system is de-energized. The Customer's utility-interactive inverter shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer's utility-interactive inverter shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Company's systems
7. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Company of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Decrease in GPR below the 100 kW limit would necessitate entering into a new agreement at either Tier 1 or Tier 2 which may impose or remove requirements on the Customer. In any case, increases in GPR above 2 MW would necessitate an entirely new interconnection process not covered under the Tier 1, Tier 2 or Tier 3 agreements.

Continued to Sheet No. 8.1080



Continued from Sheet No. 8.1075

8. The RGS must have a GPR that does not exceed 90% of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that 90% limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and ensure the 90% threshold is not breached.
9. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Customer's insurance 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.
10. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application if there is no need for an interconnection study. The Customer shall pay to the Company a \$500 one-time, nonrefundable application fee.
11. If the Company determines that an interconnection study is necessary to ensure the safe and reliable interconnection of the Customer's RGS and the Company's system, a fee may be imposed for such study based on the Company's actual costs. Should such a study be needed, the Customer shall pay a deposit of the lesser of 50 percent of good faith estimated interconnection study costs (the amount of said 50% not to exceed \$2,000) or earnest money of \$1,000. The final study fee will be based on actual study costs which will be invoiced to the Customer after the study is completed and delivered, less the deposit and without interest, and will include a summary of professional time. If the deposit exceeds the invoiced fees, the Company shall refund any excess within 30 calendar days of the invoice without interest. This Agreement shall be entered into within 90 days assuming data required to perform the study is promptly provided by the Customer. If, as a result of any interconnection study that is performed associated with the RGS, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the RGS on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed on the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h). The Agreement shall not be entered into until the expansion or other work identified in the study has been completed and payment arranged.

Continued to Sheet No. 8.1085

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1080

12. 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. The Customer is also responsible for ensuring that the RGS equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection should occur after large storms have traversed the Customer's location and after connection with the Company's system has been restored.
13. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed on by the Customer and the Company) to provide a separation point between the AC power output of the RGS and any Customer wiring connected to the Company's utility system such that back feed from the RGS 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 adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock.
14. The Company may open the switch, isolating the RGS, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the RGS 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 include:
- Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's RGS 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 RGS as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

Continued to Sheet No. 8.1090



Continued from Sheet No. 8.1085

15. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost 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, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer 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.
16. 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 RGS. Specifically, any Company inspection of the RGS shall not be construed as confirming or endorsing the RGS design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure.
17. The Company will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kilowatts of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point and 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 safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.

Continued to Sheet No. 8.1095



Continued from Sheet No. 8.1090

18. The Customer agrees to permit the Company, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Agreement both before and after the Customer RGS goes into service and to witness the initial testing of the Customer's RGS equipment and protective apparatus. The Company shall provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone, as to when the Company may conduct inspection or document review. Upon reasonable notice, Customer shall not unreasonably refuse the Company access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch. The Customer shall notify the Company at least 10 days prior to the in-service date of the RGS to provide sufficient notice for the Company to be able to be present, if it so chooses, when the RGS is placed in service.
19. 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 RGS may commence.
20. 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. Heirs, assigns, et al would not be required to pay an application fee when signing a new interconnection agreement as long as there is no change to the capacity of the equipment.
21. 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.

Continued to Sheet No. 8.1100

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 8.1095

22. 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 RGS 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.
23. 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.
24. 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.
25. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, including Rate Schedule NM-1, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
26. The Company and Customer recognize that the Florida Public Service Commission Rules, including those Rules directly addressing the subject of this Agreement, may be amended from time to time. In the event that such rules are amended that affect the terms and conditions of this Agreement, the Company and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended rules.
27. 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.

Continued to Sheet No. 8.1105

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

Exhibit "B"

1. Paragraph 6 on pages 8.1005, 8.1040 and 8.1075 have all been revised such that the word "Customer" at the beginning of the first three sentences has been replaced with the phrase "Customer's utility-interactive inverter" to better clarify to the Customer how the Company's system should not be energized, as provided for under IEEE 1547.
2. Paragraph 10 on pages 8.1045 and 8.1080 have been revised to make clear the appropriate name for the fee as an application fee, as provided for in the rule.
3. Paragraph 11 on page 8.1010 has been revised to include a last sentence that directs the customer to the company website for additional information regarding the company cost of installing the required switch, to facilitate the customer in their obligation, described in the prior sentence, to accommodate the company in assuring that the cost of the switch installed does not exceed the cost of the company installing it.
4. Paragraph 11 on page 8.1080 has been revised to provide a not to exceed value on the 50% of good faith estimated interconnection study costs deposit limit described in this paragraph.
5. Paragraph 12 on page 8.1015, paragraph 13 on page 8.1050 and paragraph 14 on page 8.1085 have been revised to make clear that the list of conditions that follows which may require the company to open the switch are exclusive.
6. Paragraph 16 on page 8.1020, paragraph 17 on page 8.1055 and paragraph 18 on page 8.1095 have been revised regarding the access by the company to the customer's premises. These revisions, as suggested by PSC staff, clarify how that access can be obtained, under what conditions, and the ability of the customer to refuse such access.
7. Paragraph 18 on page 8.1020, paragraph 19 on page number 8,1060 and paragraph 20 on page number 8.1095 have been revised to add some clarifying language suggested by the company in informal discovery response to make clear under what limited conditions an heir or assign of the customer would be required to make an application fee after assignment of the Agreement.
8. A new tariff page 7.980 is proposed which contains an application form used by Tampa Electric for purposes of these Tier 1, Tier 2 and Tier 3 interconnection requests. This form has been revised from the form previously used by Tampa Electric with respect to the title to better reflect the service being applied for. In addition, the form has been revised to make clear that the installed cost of the renewable generator system information requested on the form may be provided by the customer at the customer's option.

Exhibit "B"

9. In addition to the foregoing, Staff proposed a number of questions to Tampa Electric regarding its proposed interconnection agreement tariffs in a letter dated June 20, 2008. In item 27 of that letter Staff inquired about the possible inclusion of a provision addressing involuntary termination of an interconnection agreement in the event a customer breached the agreement. In response to Staff's item 27, Tampa Electric indicated its belief that such a provision would be an improvement to the proposed tariff agreements. Accordingly, Tampa Electric has included such a provision as the last numbered paragraph of each of the interconnection agreement tariffs contained in Exhibit "A" hereto.