AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET P.O. BOX 391 (ZIP 32302) TALLAHASSEE, FLORIDA 32301 (850) 224-9(15 FAX (850) 222-7560

August 7, 2008

HAND DELIVERED

Ms. Ann 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:

COM

ECR

GCL OPC

RCP SSC

SGA __ ADM __ CLK Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Second 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

à,

cc: Martha Carter Brown (w/enc.)

DOCUMENT NUMBER-DATE

08 AUG -7 PM 3:

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RECEIVED-FPSC

06964 AUG-78

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: August 7, 2008

SECOND 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") files this its second supplement to its petition filed May 7, 2008 in the above proceeding and, as grounds therefor, says:

1. Following Tampa Electric's July 31, 2008 supplement to its petition in this proceeding, the Commission Staff has made further suggestions for potential changes to improve the company's standard interconnection agreements for expedited interconnection of customer-owned renewable generation and associated net metering tariffs. In accordance with Staff's suggestions, Tampa Electric has prepared and submits herewith as Exhibit "A" for Commission approval the original and fifteen (15) copies of Revised Tariff Sheet Nos. 8.1010, 8.1030, 8.1065, 8.1080, 8.1085, 8.1090 and 8.1105, both in legislative and unmarked versions, which effect Staff's further suggested tariff modifications.

2. Also attached is a spreadsheet setting forth cost support of the interconnection study fee not to exceed amount of \$3,000 set forth in Tariff Sheet No. 8.1080.

WHEREFORE, Tampa Electric Company respectfully requests that the Commission consider and approve the further modifications to the company's proposed standard DOCUMENT NUMBER-DATE

06964 AUG-78

FPSC-COMMISSION CLERK

interconnection agreements attached to this second supplement as Exhibit "A" together with the relief requested in the company's initial petition and in the July 31, 2008 supplement to that petition.

DATED this _____ day of August 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 Second Supplement to Petition of Tampa Electric Company, has been forwarded by U. S. Mail or hand delivery (*) on this $2 \frac{1}{day}$ of August 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

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Exhibit "A"

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FIRST REVISED SHEET NO. 8.1010 CANCELS ORIGINAL 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

ORIGINAL SHEET NO. 8.1030



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.

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

CUSTOMER

By:_____ Its:_____

COMPANY

Ву:	 	
Its:	 	



- 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.

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

WITNESSES:	CUSTOMER						
	By:						
	Itor						
WITNESSES:	COMPANY						
	By:						
	ltor						



- 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.a. Interconnection Study Fee and Administrative Requirements: 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, not to exceed \$3.000. Should such a study be needed, the Customer shall pay a deposit of \$3,000. 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 and will include a summary of professional time. If the deposit exceeds the invoiced fee, the Company shall refund any excess within 30 calendar days of the invoice without interest. If the Company determines that an interconnection study is necessary, the Company will execute this Agreement within 90 calendar days of a completed application. If no interconnection study is necessary, the Company will execute this Agreement within 30 calendar days of a completed application. The Customer, upon receipt of Company's executed Agreement, must execute the Agreement and return it to the Company within 30 calendar days prior to beginning parallel operations and one-year of Company's execution.
 - b. Post-Interconnection Study Charges, if applicable: 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

Continued to Sheet No. 8.1085

ISSUED BY: C. R. Black, President



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.

- 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.

Continued to Sheet No. 8.1090



- 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.
- 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 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 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



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.

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

WITNESSES:

CUSTOMER By:_____

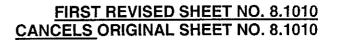
lts:_____

WITNESSES:

COMPANY

By:_____ Its:_____

ISSUED BY: C. R. Black, President





- 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.
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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.

ISSUED BY: <u>C. R. Black</u>J. B. Ramil, President

DATE EFFECTIVE: May 14, 2002

FIRST REVISED SHEET NO. 8.1010 CANCELS ORIGINAL SHEET NO. 8.1010



TAMPA ELECTRIC

- 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.
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Continued to Sheet No. 8.1015

ISSUED BY: <u>C. R. Black</u>J. B. Ramil, President DATE EFFECTIVE: May 14, 2002



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

CUSTOMER

By:

lts:_

COMPANY

<u>By:</u>____

<u>lts:</u>

ISSUED BY: C. R. Black, President

ORIGINAL SHEET NO. 8.1065



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.

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

WITNESSES:	CUSTOMER	
	By:	
	Its:	

WI	ΤN	ESS	ES:

COMPANY By:

Its:

ISSUED BY: C. R. Black, President



- 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.
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 - b. Post-Interconnection Study Charges, if applicable: 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

Continued to Sheet No. 8.1085

ISSUED BY: C. R. Black, President



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.

- 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.
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 - 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.

Continued to Sheet No. 8.1090

ISSUED BY: C. R. Black, President



- 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.
- 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 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 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

ISSUED BY: C. R. Black, President



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.

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

	C	ost Support	for in	terconnect	ion Study I	Fee			
Line No.		(1) Hours		(2) /eighted sts, \$/Hr			(3) Total \$/Unit	 (4) * Loading Factor for non-productive time, direct benefits, other payroll costs and A&G. 	72.0%
1 2	Customer Service (Administrative) Labor Expenses	3.0	\$	20.89		\$	62.67		
3 4	Engineering Work and Review	30.0	\$	40.57		\$	1,217.22	(5)	
5 6	Engineer Inspection and Travel Time	3.0	\$	40.57		\$	121.72	Loading factor for supervisory and administrative overhead	41.3%
7 8	Payroll and A&G loading factor		7	2.00%		\$	1,009.16		
9 10	Administrative and Overhead loading factor			41%		\$	579.29		
11 12	Subtotal of Field Labor and Loadings $(1) + (3) + (5) + (7) + (9)$)				\$	2,990.06		
13 14	Travel Expense for Field Inspection Trip	2 x 50 miles	; \$	0.585		\$	58.50		
15	Total Cost of Providing Service (11) + (13)				>	\$	3,048.56		

Description of Service: Cost support for "not to exceed" value. NOTES:

* Energy Delivery's labor loading factor used in calculating the costs for Job Orders, CIAC, Chargeable, Work and Property Damage. 4