

FLORIDA PUBLIC SERVICE COMMISSION  
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M E M O R A N D U M

May 9, 1996

TO : DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF ELECTRIC AND GAS (KUMMER) *OK* *RT*  
DIVISION OF LEGAL SERVICES (ELIAS) *RVE*

RE : DOCKET NO. 960565-EI - REQUEST FOR APPROVAL OF PROVISION  
IN TARIFF THAT WOULD REQUIRE UNOBSTRUCTED ACCESS TO  
COMPANY FACILITIES, BY FLORIDA POWER & LIGHT COMPANY

AGENDA: 05/21/96 - REGULAR AGENDA - TARIFF FILING - INTERESTED  
PERSONS MAY PARTICIPATE

CRITICAL DATES: 60 DAY SUSPENSION: 06/01/96

SPECIAL INSTRUCTIONS: I:\PSC\EAG\WP\960565.RCM

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DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve the proposed addition of Section 5.6, Unobstructed Access to Company Facilities to Florida Power & Light Company's (FPL) Rules and Regulations?

RECOMMENDATION: Yes. The proposed language expands the requirements in the Access to Premises provision in Section 2.8, Tariff Sheet 6.020, which requires safe access to the premises of the Customer, to explicitly require the removal by the customer of any construction which interferes with utility access to its facilities.

STAFF ANALYSIS: The proposed section explicitly requires that the company have "perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters." The new provision is aimed at preventing or mitigating problems caused by external construction such as home additions, driveways, pools, and patios built after the electric facilities were installed. Inability to get to its facilities hinders timely and cost effective repairs and maintenance and may result in unsafe conditions.

Under the new language, the customer is instructed to consult with the utility prior to any construction which might interfere

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with the utility's access to its facilities to determine if relocation of the electric facilities is required. If a problem occurs, and new or existing construction interferes with the utility's access, the customer will be responsible for removing the item causing interference. If, after 20 working days, the customer has failed to remedy the situation, the utility may have the obstruction removed at the customer's expense.

Although the new language applies to all utility facilities, FPL has experienced problems primarily with underground service drops where customers build permanent structures over underground facilities. When a service problem occurs, the company is unable to dig up the cable for repairs without destroying the customer's patio or pool or driveway. Currently, the company places a temporary above-ground connection, or ground strap, to restore service until the customer can remove the obstruction to allow proper repair of the underground facilities, or the drop can be relocated.

However, the utility has found that once service is restored, the customer has little incentive to remove the obstruction or pay for relocation of the drop, especially if the cost is substantial. This can create a potentially dangerous situation with prolonged use of ground strap connections. This particular problem only occurs where the cable is direct-buried and will be phased out over time since all underground service drop installations since 1985 have been placed in conduit which eliminates the problem of digging up cable for repair. However, the company believes more explicit tariff language covering access to facilities will assist their field staff in all situations where access is at issue.

**ISSUE 2:** What should be the effective date of the tariff change?

**RECOMMENDATION:** The proposed changes should be effective upon Commission approval.

**STAFF ANALYSIS:** The change simply makes more explicit FPL's authority to have access to its facilities. It does not change any customer's rates or charges and customers still may request that the Commission investigate any particular utility request for removal of an obstruction by the company to determine if the request is the only viable option.

**ISSUE 3:** Should this Docket be closed?

**RECOMMENDATION:** Yes. If no timely protest is filed, this docket should be closed.

**STAFF ANALYSIS:** This docket should be closed if no person whose substantial interests are affected by the action proposed by this recommendation files a petition for formal proceeding within the allowed 21-day protest period. If a protest is filed, the tariff should remain in effect.

## 5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company must have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a timely and cost-efficient manner. The Customer shall contact the Company for guidance before constructing any items which may obstruct the Company's access. Such items include but are not limited to building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities as provided in Section 5.3 of these Rules and Regulations may be necessary. Any items interfering with access to Company facilities requiring repair or maintenance are subject to removal and reinstallation by the Customer. Should the Customer fail to remove the obstruction within 20 working days, the Company may elect to remove, or contract to have the obstruction removed, at the Customer's expense.

## 6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
  - a) information which satisfies the Company's application requirements for no deposit; or
  - b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - c) a guaranty satisfactory to the Company to secure payment of bills.
- (2) Each guarantor must enter into the guaranty contract set forth as Tariff Sheet No. 9.400. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3.