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February 16, 2009

HAND DELIVERED

RECEIVED-FPSC  
09 FEB 16 PM 1:09  
COMMISSION  
CLERK

Ms. Ann Cole, Director  
Division of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Complaint of Terence K. Wolfe against Tampa Electric Company for alleged improper billing; FPSC Docket No. 080435-EI

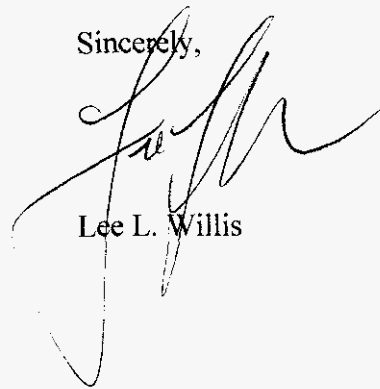
Dear Ms. Cole:

Enclosed for filing in the above docket are the original and five (5) copies of Tampa Electric Company's responses to the Commission Staff's Data Request dated February 9, 2009.

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,



Lee L. Willis

COM LLW/pp  
ECR Enclosure  
GCL cc: Paula K. Brown  
OPC \_\_\_\_\_ Terence K. Wolfe  
RCP \_\_\_\_\_  
SSC \_\_\_\_\_  
SGA \_\_\_\_\_  
ADM \_\_\_\_\_  
CLK \_\_\_\_\_

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

TAMPA ELECTRIC COMPANY  
DOCKET NO. 080435-EI  
STAFF'S SECOND DATA REQUEST  
REQUEST NO. 1  
PAGE 1 OF 1  
FILED: FEBRUARY 16, 2009

1. Did Mr. Wolfe ever confirm or state that he agreed with TECO's assessment that \$310.86 was the total amount in dispute?
  - A. No, Mr. Wolfe did not confirm or state that he agreed with Tampa Electric's assessment that \$310.86 was the total amount in dispute. In an email from Mr. Wolfe dated April 8, 2008, he acknowledged that \$310.85 was in dispute; however, he also stated a part of the billing through February 7 should also be part of the dispute amount.

**TAMPA ELECTRIC COMPANY  
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STAFF'S SECOND DATA REQUEST  
REQUEST NO. 2  
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- 2.** On the billing summary, there is a charge of \$80.68 shown on line for February 20, 2008. Does this represent the charges for the period between January 19, 2008 and February 20, 2008?
  - A.** The \$80.68 represents charges for electric service usage from meter reading on January 18, 2008 through meter reading February 20, 2008.

**TAMPA ELECTRIC COMPANY  
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STAFF'S SECOND DATA REQUEST  
REQUEST NO. 3  
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- 3.** Mr. Wolfe stated repeatedly that he was protesting charges for all usage prior to February 7, 2008. If the February bill of \$80.68 represented usage between January 19 and February 20, what portion of that bill would fall in the "disputed" time frame of January 19 to February 6?
  
- A.** The billing portion for readings between January 18, 2008 (reading 5270) and February 6, 2008 (reading 5726) is 456 kWh or \$53.76.

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STAFF'S SECOND DATA REQUEST  
REQUEST NO. 4  
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FILED: FEBRUARY 16, 2009**

- 4.** The first credit on the billing history, apart from the \$165 deposit and \$16 connection fee, is for \$58.27, which corresponds to the March 19 billing period. Was \$80.68 bill paid by Mr. Wolfe or otherwise forgiven by TECO?
  - A.** No, the \$80.68 bill was not paid by Mr. Wolfe or otherwise forgiven by Tampa Electric. As previously stated, Mr. Wolfe stated a portion of the February bill was part of the dispute and in an April 14, 2008 email, Tampa Electric agreed to hold that portion, \$53.76, of the billing, along with the documented \$310.85 in dispute, bringing the total amount in dispute to \$364.61.

TAMPA ELECTRIC COMPANY  
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5. Was Mr. Wolfe ever specifically informed that the February bill of \$80.68 contained usage which he was not contesting and was therefore obligated to pay to avoid possible disconnection?
- A. Though Mr. was not specifically informed that the February bill of \$80.68 contained usage which he was not contesting and he was therefore obligated to pay to avoid possible disconnection, Tampa Electric did send the proper disconnect notice after the Commission Staff finding in support of the company's actions. Additionally, Tampa Electric did not initiate disconnection of Mr. Wolfe's service specifically for non-payment of the uncontested portion of the February bill. In fact, Mr. Wolfe's service was disconnected for all past due amounts including billings from October 4, 2007 through February 6, 2008. Service disconnection activity on Mr. Wolfe's account occurred only after Mr. Wolfe's case file was reviewed and discussed by the Process Review Team ("PRT") and it was determined that Tampa Electric took "appropriate and reasonable actions."

Per the Commission CATS file, on May 22, 2008, the PRT team determined Tampa Electric took "...appropriate and reasonable actions to investigate and resolve the customer's expressed concerns. It was further determined that the customer appears to have benefited from service provided by TECO. Martha Brown will further review the case file and prepare a PRT resolution letter to be mailed to Mr. Wolfe". In addition, both a Commission closure response and BCR response were sent on April 14, 2008 and May 14, 2008, respectively, to Mr. Wolfe. Once the 15-day period for objection expired and there was no further communication between Mr. Wolfe and the company, all charges due to the company were subject to collection. After the proper notices had been issued, a disconnection order was produced for \$409.41 on July 2, 2008 and the service was interrupted. In addition to the Commission complaint findings, which supported Tampa Electric's resolution, Tampa Electric independently obtained a copy of Mr. Wolfe's lease agreement, which showed him to be the tenant of the premise beginning September 29, 2007.

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REQUEST NO. 6  
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6. What was the basis for the disconnection on July 2, 2008?
- (1) what amounts were past due,
  - (2) what time period did the past due amounts represent
- A. The basis for the disconnection on July 2, 2008 is set forth in the company's response to Staff's Second Data Request No. 5.
- (1) The past due amounts included the \$310.85, the additional \$53.76 plus \$44.80 for the uncontested portion of the February billing including the appropriate late fees.
  - (2) The past due amount represents the amount due from October 4, 2007 through February 20, 2008 plus all late fees.

**TAMPA ELECTRIC COMPANY  
DOCKET NO. 080435-EI  
STAFF'S SECOND DATA REQUEST  
REQUEST NO. 7  
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7. How was the \$455.67 noted in TECO's response to Neal Forsman dated July 18, 2008 derived? Why did TECO change the amount in dispute?
- A. Tampa Electric did not initiate the change in the disputed amount given the \$455.67 included charges through March 24, 2008, which were billed four days after Mr. Wolfe filed his complaint. According to Tampa Electric complaint files, on July 2, 2008 at 9:10 a.m. Neal Forsman called Tampa Electric's Quality Assurance team. He indicated that during a conversation with Mr. Wolfe, following his service disconnection, Mr. Wolfe stated that his dispute amount should have been \$455.67, the amount due on his Tampa Electric account when the complaint was filed initially on March 20, 2008. The team noted the account and files with the revised dispute amount established by Mr. Forsman.

Note: Mr. Wolfe paid the current charge of \$58.27 for the March 24, 2008 bill of \$455.67 on April 22, 2008.