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May 5, 2020

VIA: ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Tampa Electric Company's Petition for Approval of Revised Customer Specified Lighting Tariff; Dkt. No. 20200121-EI

Dear Mr. Teitzman:

Attached for filing in the above docket are Tampa Electric Company's responses to Staff's First Data Request (Nos. 1-9) as requested on April 21, 2020.

Sincerely,



James D. Beasley

JDB/bmp
Enclosure

cc: Sevini Guffey, Public Utility Analyst II
Paula Brown, Manager, Regulatory Coordinator

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 1
PAGE 1 OF 1
FILED: MAY 05, 2020**

1. Paragraph 5 of the petition states that metered lighting in the LS-2 tariff is necessary to accommodate LS-1 metered customers who want to transfer to the LS-2 tariff. Please elaborate as to why and/or under what circumstances LS-1 customers would want to transfer to the LS-2 tariff.
 - A. The LS-1 tariff language (under “special conditions”) states that the metered LS-1 rate is for customer-owned public street and highway lighting systems. If such a customer requests Tampa Electric to take over their customer-owned lighting system, this will mean Tampa Electric will then own and maintain the lighting system under the LS-2 tariff. Hence, that customer will have been “transferred” to LS-2 service.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 2
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 2.** Can TECO deny a customer's request to transfer from LS-1 tariff to the LS-2 tariff because of the condition and/or type existing lighting facilities? Please elaborate.
 - A.** Yes, Tampa Electric can deny a customer's request to transfer from LS-1 metered tariff to the proposed LS-2 tariff for any reason deemed reasonable by Tampa Electric as long as that reasoning is applied uniformly. Such reasons might include but are not limited to: the condition and/or type of the customer-owned lighting facilities, the access to said facilities, Tampa Electric's ability to maintain the system, or Tampa Electric's ability to obtain replacement parts.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 3
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 3.** What are the advantages for a LS-1 tariff customer to transfer to the LS-2 tariff?
 - A.** As noted in response NO. 1, a customer who owns their lighting system which is metered under the metered LS-1 tariff also must maintain their own lighting system. If a customer requests their metered lighting system to be taken over by Tampa Electric this would require the metered energy to then be billed under the proposed metered LS-2 tariff because of ownership behind the meter. The advantage a customer may have by transferring to the LS-2 tariff is that they will no longer be responsible for the maintenance, repair and replacement of the lighting system, those responsibilities are taken on by Tampa Electric through the purchase of their private lighting system.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 4
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 4.** Please state separately the current number of customers taking service under the LS-1 and LS-2 tariffs.
 - A.** LS-1 customers: 39,660.
LS-2 customers: None at this time.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 5
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 5.** Please state each type of customer currently taking service under the LS-1 and LS-2 tariffs.
 - A.** LS-1 customers: Residential, Commercial, Industrial and Governmental.
LS-2 customers: None at this time.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 6
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 6.** Of the total LS-1 customers, approximately how many of those customers wish to transfer to the LS-2 tariff? Please provide any projections by year of the number and type of customers TECO anticipates will seek to transfer from the LS-1 to LS-2 tariff.
- A.** None at this time although about 6 have expressed some interest. Tampa Electric has no projections. As stated in the original Docket filing, Tampa Electric anticipates the entire LS-2 tariff to be a limited market opportunity. Tampa Electric anticipates limited scenarios for such transfer interest, specifically such as municipal systems or customers who own their own systems lighting parking lots or business spaces (e.g. car lots) who might be interested in such a transfer.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 7
PAGE 1 OF 1
FILED: MAY 05, 2020**

7. Paragraph 5 of the petition and criteria under Special Conditions on Tariff Sheet No. 6.830 indicate that TECO will take over ownership and maintenance of already metered lighting systems under the LS-2 tariff. Please discuss what criteria TECO will use to determine if it will take over and maintain the existing lighting facilities.
 - A. Tampa Electric will evaluate the existing condition and type of lighting equipment comprising a customer owned lighting system. This will include fixtures, poles, wiring system, including conductor, handholes, and conduit if applicable. Tampa Electric would include upgrade any sub-standard facilities as part of the transfer and consider feasibility of long-term maintenance.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 8
PAGE 1 OF 1
FILED: MAY 05, 2020**

- 8.** If an LS-1 customer who has transferred to the LS-2 tariff later desires to transfer back to the LS-1 tariff and take over maintenance of the lighting facilities, can the customer do so without any penalties? Please discuss the standards TECO will use to transfer the customer back to the LS-1 tariff and to calculate any penalty or other cost(s).

- A.** The LS-2 tariff will require a 20 year contract and the entire LS-2 program is designed around company owned and operated equipment. Sale of an LS-2 lighting system would not be considered a standard practice and any such event would be a standalone transaction. An early termination penalty would be applicable as stated in the contract that the customer will sign under LS-2 service.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200121-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 9
PAGE 1 OF 3
FILED: MAY 05, 2020**

- 9.** In the revised Tariff Sheet No. 6.830 under Special Conditions, a monthly Basic Charge of \$10.52 is indicated. However, in the LS-1 tariff, this charge is listed as a Basic Service Charge. Please correct what appears to be a scrivener's error.

- A.** See attached.



ORIGINAL-CORRECTED FIRST REVISED SHEET NO. 6.830
CANCELS ORIGINAL SHEET NO. 6.830

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis.

At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

SPECIAL CONDITIONS:

On lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be 2.510¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021

Continued to Sheet No. 6.835



CORRECTED FIRST REVISED SHEET NO. 6.830
CANCELS ORIGINAL SHEET NO. 6.830

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SCHEDULE: LS-2

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Continued to Sheet No. 6.835