

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: June 7, 2007

TO: Office of Commission Clerk (Cole)

FROM: Division of Economic Regulation (Draper)
Office of the General Counsel (Holley)

RE: Docket No. 070320-EI – Petition for approval of tariff provisions relating to installation of underground distribution facilities and customer applications relating to underground service and relocation of facilities, by Tampa Electric Company.

AGENDA: 06/19/07 – Regular Agenda – Tariff Filing – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: 07/06/07 (60-Day Suspension Date)

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\ECR\WP\070320.RCM.DOC

Case Background

On May 7, 2007, Tampa Electric Company (TECO) filed a petition for approval of tariff provisions relating to the installation of underground distribution facilities and customer applications relating to underground service and relocation of facilities. The proposed tariffs are standard forms to be entered into by a customer and TECO. On June 4, 2007, TECO filed an amended petition to include minor corrections to the proposed tariffs.

The Commission has jurisdiction over this matter pursuant to Section 366.06, Florida Statutes.

Discussion of Issues

Issue 1: Should the Commission approve TECO's proposed standard forms for the provision of underground distribution facilities, underground service, and relocation of facilities?

Recommendation: Yes. (Draper)

Staff Analysis: TECO proposed four standard form agreements (agreements) to be entered into between the company and customers who request underground distribution facilities, underground service, or relocation of existing facilities. The proposed agreements are attached to the recommendation. TECO has been providing these services pursuant to the rules and regulations section of its tariff, however, the agreements are currently not part of TECO's tariff. The agreements specify the location, the payment required (Contribution-in-Aid-of-Construction or CIAC) for labor and materials, any credits for customer-performed work, and other terms and conditions.

The proposed underground distribution facilities installation agreement applies to customers who wish to install an underground distribution system in lieu of the standard overhead system in e.g., new residential subdivisions. Rule 25-6.078(9), Florida Administrative Code, requires investor-owned electric utilities to have a standard form in their tariff for the installation of underground facilities in new subdivisions.

The proposed agreement for underground service applies to customers requesting underground service in an overhead area. The agreement for underground service in an underground area applies to customers who request underground facilities that exceed standard design or configuration. Finally, the proposed application for relocation of facilities applies to customers who request that TECO relocate existing overhead distribution facilities.

The proposed standard agreements are designed to inform customers prior to the work being performed of the company's policies, the CIAC due, and to ensure that all installation requests are handled in a uniform and orderly fashion. Staff has reviewed the proposed forms and recommends that they be approved because they meet the requirements of Rule 25-6.078(9), Florida Administrative Code, and they provide reasonable conditions.

Issue 2: Should this docket be closed?

Recommendation: Yes. If Issue 1 is approved, this tariff should become effective on June 19, 2007. If a protest is filed within 21 days of the issuance of the order, this tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order. (Holley)

Staff Analysis: If Issue 1 is approved, this tariff should become effective on June 19, 2007. If a protest is filed within 21 days of the issuance of the order, this tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order.



ORIGINAL SHEET NO. 7.830

W.R. # _____

TAMPA ELECTRIC COMPANY

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this _____ day of _____, _____, by and between _____ (hereinafter called Customer) and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called Company).

WITNESSETH:

Whereas, the Customer has applied to the Company for underground distribution facilities (the Facilities) to be installed on Customer's property, or on a right-of-way or easement adjacent to or near Customer's property, said location for undergrounding known as _____ located in _____, Florida; and
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The conduit in which the underground facilities are to be placed shall be installed by ___ the Company or ___ the Customer.
2. The Customer shall pay the Company a Contribution in Aid of Construction of \$_____ (the Contribution). This payment is based on the currently effective retail electric tariff filed with the Florida Public Service Commission (the Commission) by the Company.
3. A credit (the Credit) of \$_____ shall be provided to the Customer for trenching, backfilling, installation of provided material and other work, as also shown on Exhibit A, if applicable, and approved by Company. During and/or after completion of the installation of the Facilities, the Company will inspect the installation. If the installation of the Facilities does not conform to the Company's installation specifications provided on the Company's website, www.tampaelectric.com, the Customer will correct the installation and inform the Company, who will re-inspect. Any re-inspection fees assessed for such re-inspection shall be paid for by the Customer.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.840

4. The Contribution and Credit amounts are subject to adjustment when revisions to the Company's tariff are approved by the Florida Public Service Commission. If the Customer has requested that the Company delay the scheduled installation date or the Company's tariff is changed by Commission Action, changes in the amount of the Contribution or Credit may be made reflecting such changes. Any additional costs caused by a change in Customer's plans submitted to the Company on which the Contribution was based, shall be paid for by the Customer.
5. The Contribution provides for _____ volt, _____ phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with the Facilities located on private property in easements as required by the Company. Underground service, secondary and primary conductors are to be of Company's standard design, in conduit, and with above-grade appurtenances.
6. The payment of the Contribution does not waive any provisions of the Company's retail electric tariff.

Title to and ownership of the Facilities shall at all times remain with the Company.

- a. The Customer shall furnish the Company a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared as required by the Company. If the underground facilities are to be located on governmental right-of-way or on an easement or other property not owned in fee by the Customer, then Customer shall furnish the Company suitable binding written authorization by the affected governmental entity or other owner or owners of the property for the Company to place the underground facilities beneath the right-of-way or other property not owned in fee by the Customer.
- b. The Customer shall furnish drawings, satisfactory to the Company, showing the location of existing and proposed structures on the Customer's construction site, as required by the Company.
- c. Should for any reason, except for the sole error of the Company, the Facilities not be constructed within the easement, the Company may require the Customer to grant new easements to cover the actual location of the Facilities, at no cost to the Company, and the Company will release the existing easement.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.850

7. Before the Company can begin its engineering work on the Facilities, the Customer shall provide the Company with the following:
- a. Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to the Company,
 - b. A construction schedule,
 - c. An estimate of when electric service will be required, and
 - d. Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by the Company. Plats provided by the Customer must be either recorded by the circuit court clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
 - e. A completed copy of the Company's installation checklist, either the Residential Service Request Checklist or the Commercial Service Application, whichever is applicable.
8. Prior to the Company's construction pursuant to this agreement, the Customer shall:
- a. Clear the Company easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized. The Customer shall be responsible for compaction and density under paved areas.
 - b. Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by the Company. Also, the Customer shall provide stakes identifying the location, depth, size and type of facility for all underground facilities not owned by the Company within or near the easement where the Company's Facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and the Company requires their use, the Customer shall replace the stakes at no cost to the Company, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of the Company, in which case the Company will pay the Customer the cost of replacing the stakes. The Customer shall provide staking for Company equipment including transformers, switch gear, manholes, handholes and street lights.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.860

- c. Pay the cost of any subsequent relocation or repair of the Company's Facilities, once installed, if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the Facilities were installed; and, that subsequent repair to the Company's system, once installed, will be paid for by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors. If the Customer installs conduit, the Customer is responsible for the conduit system until the cable and equipment is installed.
 - d. Provide sufficient and timely advance notice, as required by the Company, to install its Facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by the Company, the Customer will pay all additional costs for trenching and backfilling, restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition.
 - e. Pay for all additional costs incurred by the Company which may include, but are not limited to engineering, design, administration and relocation due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - f. Provide applicable trenching, backfilling, installation of Company-provided material and other work in accordance with the Company specifications provided on the Company's website, www.tampaelectric.com. At the discretion of the Company, either correct within two (2) working days any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse the Company for costs associated with lost crew time due to such discrepancies;
 - g. Provide a meter enclosure and riser which meet the Company's specifications provided on the Company's website, www.tampaelectric.com, and all applicable codes and which will accommodate the Company's service cable size and design. The Company will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. Company shall:
- a. Provide the Customer with a plan showing the location of all Company underground facilities, point of delivery, and transformer locations and specifications required by the Company and to be adhered to by the Customer.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.870

- b. Install, own, and maintain the Facilities up to the designated point of delivery except when otherwise noted.
- c. Request the Customer to participate in a pre-construction conference with the Customer's contractors, the Company's representatives and representatives of other affected utilities within six (6) weeks prior to the start of construction. At the pre-construction conference, the Company shall provide the Customer with an estimate of the date when service may be provided.
- 10. This Agreement is subject to the Company's retail tariff, including but not limited to the General Rules and Regulations and Standard Electrical Service Requirements and the Rules of the Florida Public Service Commission and the Florida Administrative Code as they are now written, or as they may be revised, amended or supplemented.
- 11. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and the Company.

The Customer and the Company will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted for Company:

Accepted for Customer:

Print Name

Print Name

Signature Date

Signature Date

Witness

Witness

Witness Signature Date

Witness Signature Date

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.800

PARENT WR # _____
ASSOCIATED WR # _____

TAMPA ELECTRIC COMPANY
APPLICATION FOR UNDERGROUND SERVICE IN AN OVERHEAD AREA

NAME OF APPLICANT: _____ DATE: _____
SERVICE ADDRESS: _____

The Applicant requests Tampa Electric Company (the "Company") to furnish underground service from overhead facilities described as follows: _____

_____ The Applicant agrees to pay the Company \$_____, the estimated cost difference between the requested underground service and the overhead service that would otherwise have been installed including and, if the Company has previously provided an overhead service to the Applicant's point of delivery, the cost of removal, less the salvage value of the existing overhead service.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's overhead facilities to the Applicant's service entrance facilities. Credit may be given for trench and backfill if provided by the Applicant upon agreement between the Company and the Applicant. The Applicant must execute the necessary self-install agreement documents provided by the Company.

The Applicant shall remove or cause to be removed, at his expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping or other above ground or underground facilities (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all underground facilities in the area of this work before any construction begins.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of its underground electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of the Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: _____ Date: _____
Application Taken By: _____ Date: _____

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.820

PARENT WR # _____
ASSOCIATED WR # _____

TAMPA ELECTRIC COMPANY
APPLICATION FOR UNDERGROUND SERVICE IN AN UNDERGROUND AREA

NAME OF APPLICANT: _____ DATE: _____
SERVICE ADDRESS: _____

The Applicant requests Tampa Electric Company to furnish underground service from underground distribution facilities described as follows: _____

The Applicant agrees to pay the Company \$ _____, the estimated cost of the facilities required for the service request that are in excess of those normally provided by the Company.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's facilities to the Applicant's service entrance facilities. Credit may be given for trench and backfill if provided by the Applicant upon agreement between the Company and the Applicant. The Applicant must execute the necessary self-install agreement documents provided by the company on request.

The Applicant shall remove or cause to be removed, at his expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all underground facilities in the area of this work before any construction begins.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of its underground electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of Tampa Electric Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: _____ Date: _____

Application Taken By: _____ Date: _____

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.810

PARENT WR # _____
ASSOCIATED WR # _____

TAMPA ELECTRIC COMPANY
APPLICATION FOR RELOCATION OF OVERHEAD DISTRIBUTION FACILITIES

NAME OF APPLICANT: _____ DATE: _____

SERVICE ADDRESS: _____

The Applicant requests Tampa Electric Company to relocate existing overhead distribution facilities described as follows: _____

The Applicant agrees to pay the Company \$ _____, the estimated cost of relocating the facilities.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of overhead electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any overhead distribution facilities, all of which shall be and remain the property of Tampa Electric Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: _____ Date: _____

Application Taken By: _____ Date: _____

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: