

AUSLEY McMULLEN

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October 2, 2018

VIA: ELECTRONIC FILING

Ms. Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

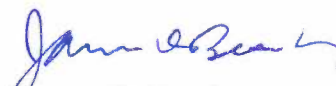
Re: Petition of Tampa Electric Company for approval of tariff modification

Dear Ms. Stauffer:

Attached for filing in the above-styled matter is the Petition of Tampa Electric Company for Approval of Tariff Modification.

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
For approval of tariff modification.)
_____)

DOCKET NO. _____

FILED: October 2, 2018

**PETITION OF TAMPA ELECTRIC COMPANY
FOR APPROVAL OF TARIFF MODIFICATION**

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Section 366.04, Florida Statutes, petitions the Commission for approval of a tariff modification for the protection of its employees. As grounds therefor, the company says:

1. The name, address, telephone number and fax facsimile number of the petitioner are:

Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-4111
(813) 228-1770 (fax)

2. Tampa Electric is an investor-owned public utility subject to the jurisdiction of this Commission under Chapter 366, Florida Statutes.

3. All notices, pleadings and correspondence required to be served on the petitioner should be directed to:

James D. Beasley
jbeasley@ausley.com
J. Jeffrey Wahlen
jwahlen@ausley.com
Ausley McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
(850) 222-7560 (fax)

Paula K. Brown
regdept@tecoenergy.com
Manager, Regulatory Coordination
Tampa Electric Company
Office Box 111
Tampa, FL 33601
(813) 228-1444
(813) 228-1770 (fax)

4. In recent years Tampa Electric's field employees have experienced a number of threats, assaults and harassments made by customers. Tampa Electric's Corporate Security Department has documented numerous incidents, including verbal threats as well as threats of physical harm or worse.

5. The safety of Tampa Electric's team members, contractors and customers is the company's number one priority. Therefore, in order to remedy the situation and protect Tampa Electric's field employees from dangerous situations the company proposes the following additional subsection (12) to section 2.14 of its tariff relating to refusal or discontinuance of service:

2.14 REFUSAL OR DISCONTINUANCE OF SERVICE

* * *

As applicable, the Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

* * *

(12) For actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the customer reasonable opportunity to cease from any further act of violence or unsafe condition.

6. The Commission approved a similar amendment to Florida Power & Light Company's tariff governing refusal or discontinuance of service in May of 1996, Order No. PSC-96-0585-FOF-EI, issued May 6, 1996 in Docket No. 960307-EI.

7. Tampa Electric's proposed tariff language is consistent with the Commission's Rule 25-6.105(5)(f), Florida Administrative Code, which states that a utility may refuse or discontinue service

For neglect or refusal to provide safe and reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility, provided that written notice, separate and apart from any bill for service, be given the customer.

8. Tampa Electric does not take disconnection of its customers or refusal of service lightly; however, the company believes it must take every precaution to safeguard its employees from threats made by customers. To assure against unwarranted disconnections, Tampa Electric will take steps to verify that a dangerous condition actually exists. Tampa Electric's Corporate Security Department will investigate threat incidents and verify whether the actions or threats made by the customer have created a dangerous condition warranting disconnection. Tampa Electric's head of corporate security will notify the company's Customer Service Department of valid incidents and will decide whether or not a disconnection notice will be issued to the customer. Disconnecting or refusing service will be considered an extreme event that will follow other efforts first, up to and including law enforcement or security escorts.

9. In the rare instances where disconnection notices may be issued for threats by customers, the notice will inform the customer that service will be disconnected if further violent actions or unsafe conditions persist. In addition, Tampa Electric will contact the customer to discuss the concerns regarding the safety of its personnel.

10. Attached hereto as Exhibits "A" and "B", respectively, are tracked change and clean versions of proposed Fifth Revised Sheet No. 5.150 adding the proposed new subsection (12) to Section 2.14 of the company's tariff.

WHEREFORE, Tampa Electric respectfully requests the Commission approve the proposed tariff revision set forth in Exhibits "A" and "B" to this petition.

DATED this 2nd day of October 2018.

Respectfully submitted,



JAMES D. BEASLEY

J. JEFFRY WAHLEN

Ausley McMullen

Post Office Box 391

Tallahassee, FL 32302

(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT "A"

Continued from Sheet No. 5.140

- (1) For non-compliance with and/or violation of any State or municipal law or regulation governing electric service.
- (2) For failure or refusal of the customer to correct any deficiencies or defects in his wiring and/or equipment which are reported to him by the Company.
- (3) For the use of energy for any other property or purpose than that described in the application.
- (4) For failure or refusal to provide adequate space for the meter and service equipment of the Company.
- (5) For the failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulation, provided that written notice, separate and apart from any bill for service, be given the customer.
- (6) For neglect or refusal to provide reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company.
- (7) For non-payment of bills or non-compliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the customer comply, including at least five (5) days written notice to the customer, such notice being separate and apart from any bill service.
- (8) For failure to settle, in full, all prior indebtedness incurred by any Customer or Customers of record for the same class of service at any one or more locations of such Customer or Customers of record.
- (9) Without notice in the event of a condition known to the Company to be hazardous.
- (10) Without notice in the event of tampering with meters or other facilities furnished and owned by the company.
- (11) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the company may, before restoring service, require the Customer to make at his own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- (12) For actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after

affording the customer reasonable opportunity to cease from any further act of violence or unsafe condition.

Continued to Sheet No. 5.160

EXHIBIT "B"

Continued from Sheet No. 5.140

- (1) For non-compliance with and/or violation of any State or municipal law or regulation governing electric service.
- (2) For failure or refusal of the customer to correct any deficiencies or defects in his wiring and/or equipment which are reported to him by the Company.
- (3) For the use of energy for any other property or purpose than that described in the application.
- (4) For failure or refusal to provide adequate space for the meter and service equipment of the Company.
- (5) For the failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulation, provided that written notice, separate and apart from any bill for service, be given the customer.
- (6) For neglect or refusal to provide reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company.
- (7) For non-payment of bills or non-compliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the customer comply, including at least five (5) days written notice to the customer, such notice being separate and apart from any bill service.
- (8) For failure to settle, in full, all prior indebtedness incurred by any Customer or Customers of record for the same class of service at any one or more locations of such Customer or Customers of record.
- (9) Without notice in the event of a condition known to the Company to be hazardous.
- (10) Without notice in the event of tampering with meters or other facilities furnished and owned by the company.
- (11) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the company may, before restoring service, require the Customer to make at his own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- (12) For actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the customer reasonable opportunity to cease from any further act of violence or unsafe condition.

Continued to Sheet No. 5.160