

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

100217-61

April 23, 2010

HAND DELIVERED

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

RECEIVED-FPSC
10 APR 23 PM 3:36
COMMISSION
CLERK

Re: Petition for Approval of Tariff Agreement for Residential Guarantor Program by Tampa Electric Company

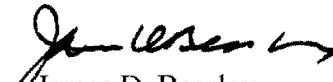
Dear Ms. Cole:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of Tariff Agreement for Residential Guarantor Program.

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,


James D. Beasley

JDB/pp
Enclosures

COM _____
APA _____
ECR 4 _____
GCL 1 _____
RAD _____
SSC _____
ADM _____
OPC _____
CLK _____

DOCUMENT NUMBER-DATE

03286 APR 23 0

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of)
Tariff Agreement for Residential)
Guarantor Program by Tampa)
Electric Company)
_____)

DOCKET NO. _____

FILED: April 23, 2010

PETITION

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Chapter 366.06, Florida Statutes, and Rule 25-9.033, Florida Administrative Code, files this Petition for Approval of Tariff Agreement for the Residential Guarantor Program, and in support thereof states:

1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

James D. Beasley
J. Jeffrey Wahlen
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115
(850) 222-7560 (fax)

Paula Brown
Administrator, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-1444
(813) 228-1770 (fax)

3. In this petition, Tampa Electric seeks approval of Revised Tariff Sheet No. 7.300 attached hereto in standard and legislative format as composite Exhibit "A".

4. Pursuant to Rule 25-6.097(1)(a), Florida Administrative Code, an applicant for residential service may establish credit with the company by furnishing a satisfactory guarantor to secure the payment of the applicant's electric bills. To facilitate this process, Tampa Electric is seeking approval of a standard tariff agreement for use under its Residential Guarantor Program.

DOCUMENT NO. DATE

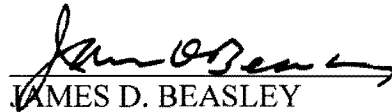
03286-10 4/23/10
FPSC - COMMISSION CLERK

5. Tampa Electric knows of no disputed issues of material fact relative to the lighting tariff revisions proposed herein.

WHEREFORE, Tampa Electric requests that this Commission approve Second Revised Tariff Sheet No. 7.300 containing the Residential Guarantor Program form as set forth in Exhibit "A".

DATED this 23rd day of April, 2010.

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"



Residential Guarantor Program

Thank you for your participation in the Tampa Electric Guarantor program. Please read the following carefully. Your signature acts as agreement to the following:

1. In the event the Customer shall, for any reason, fail to promptly pay all charges owing to the Company, the Guarantor agrees to pay all of such amounts due and owing to Company within 5 days of notice or demand.
2. Guarantor shall pay Company all collection agency fees, reasonable attorney's fees, and all costs and expenses incurred by Company in collecting any indebtedness of Customer hereby guaranteed or in enforcing this guaranty against Guarantor.
3. This guaranty shall be in effect until the Customer's account meets the Company's special deposit refund criteria and the contract is cancelled by the Company or until the account is no longer active, whichever shall first occur. The Guarantor's liability shall not be terminated as to any indebtedness incurred or nonpayment by Customer prior to the termination of this guaranty.
4. Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Company need not proceed against the Customer or any other person, or entity, or to pursue any other remedy prior to pursuing its rights under this guaranty agreement. Customer agrees and understands that Company may pursue all available collection remedies, including disconnection, against Customer prior to, or simultaneously with, pursuing its rights against the Guarantor.
5. All rights and remedies of Company hereunder are cumulative and may be exercised singularly or concurrently, and failure to exercise any right hereunder shall not constitute a waiver thereof. This guaranty shall be binding upon Guarantor, Guarantor's heirs, personal representatives, and assigns. Customer hereby authorized Company to disclose all of Customer's billing information as requested by the Guarantor so long as this guaranty agreement remains in effect.
6. The Guarantor unconditionally guarantees the prompt and full payment to Company for any and all of the Customer's indebtedness and liabilities which are now owed or hereafter may be owing to the Company by said Customer, whether in the nature of charges for electric power supplied and as billed by Company or other charges relating to the providing of electrical service or facilities related thereto, or otherwise, direct or indirect, absolute or contingent, joint or several at the Customers address identified below.
7. Guarantor furnishes this guarantee as an inducement for Tampa Electric to waive the customer deposit that would otherwise be required in order for Customer to receive electric service.
8. The form must be notarized and faxed to Tampa Electric at the telephone number provided below.

Guarantor Account Number:

Social Security Number: _____ (last 4 digits only)

Guarantor Name:

Address:

I hereby agree to the foregoing guaranty agreement this _____ day of _____, _____

Guarantor Signature: _____

Customer Name:

Account Number:

Customer Address:

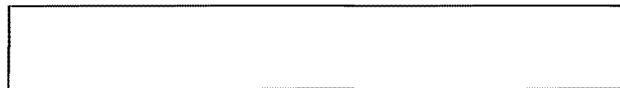
I hereby agree to the foregoing guaranty agreement this _____ day of _____, _____

Customer Signature: _____

The foregoing instrument was acknowledged before me on this, the _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who (did) or (did not) take an oath.

NOTARY SIGNATURE: _____

NOTARY STAMP HERE:



Received, accepted, and relied upon by Tampa Electric

TAMPA ELECTRIC COMPANY

(Date)

By: _____
Title: _____

Fax to Tampa Electric Company
Fax #: 813-314-4631



TAMPA ELECTRIC



Residential Guarantor Program

Thank you for your participation in the Tampa Electric Guarantor program. Please read the following carefully. Your signature acts as agreement to the following:

1. In the event the Customer shall, for any reason, fail to promptly pay all charges owing to the Company, the Guarantor agrees to pay all of such amounts due and owing to Company within 5 days of notice or demand.
2. Guarantor shall pay Company all collection agency fees, reasonable attorney's fees, and all costs and expenses incurred by Company in collecting any indebtedness of Customer hereby guaranteed or in enforcing this guaranty against Guarantor.
3. This guaranty shall be in effect until the Customer's account meets the Company's special deposit refund criteria and the contract is cancelled by the Company or until the account is no longer active, whichever shall first occur. The Guarantor's liability shall not be terminated as to any indebtedness incurred or nonpayment by Customer prior to the termination of this guaranty.
4. Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Company need not proceed against the Customer or any other person, or entity, or to pursue any other remedy prior to pursuing its rights under this guaranty agreement. Customer agrees and understands that Company may pursue all available collection remedies, including disconnection, against Customer prior to, or simultaneously with, pursuing its rights against the Guarantor.
5. All rights and remedies of Company hereunder are cumulative and may be exercised singularly or concurrently, and failure to exercise any right hereunder shall not constitute a waiver thereof. This guaranty shall be binding upon Guarantor, Guarantor's heirs, personal representatives, and assigns. Customer hereby authorized Company to disclose all of Customer's billing information as requested by the Guarantor so long as this guaranty agreement remains in effect.
6. The Guarantor unconditionally guarantees the prompt and full payment to Company for any and all of the Customer's indebtedness and liabilities which are now owed or hereafter may be owing to the Company by said Customer, whether in the nature of charges for electric power supplied and as billed by Company or other charges relating to the providing of electrical service or facilities related thereto, or otherwise, direct or indirect, absolute or contingent, joint or several at the Customer's address identified below.
7. Guarantor furnishes this guarantee as an inducement for Tampa Electric to waive the customer deposit that would otherwise be required in order for Customer to receive electric service.
8. The form must be notarized and faxed to Tampa Electric at the telephone number provided below.

Guarantor Account Number: _____
Social Security Number: _____ (last 4 digits only)

Guarantor Name: _____
Address: _____


I hereby agree to the foregoing guaranty agreement this _____ day of _____, _____

Guarantor Signature: _____
Customer Name: _____
Account Number: _____
Customer Address: _____

I hereby agree to the foregoing guaranty agreement this _____ day of _____, _____

Customer Signature: _____
The foregoing instrument was acknowledged before me on this, the _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who (did) or (did not) take an oath.

NOTARY SIGNATURE: _____

NOTARY STAMP HERE: 

Received, accepted, and relied upon by Tampa Electric TAMPA ELECTRIC COMPANY

(Date) By: _____
Title: _____

Fax to Tampa Electric Company
Fax #: 813-314-4631

RESERVED FOR FUTURE USE