

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW RECEIVED--FPSC

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P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
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10 MAY 14 PM 4:16

COMMISSION
CLERK

May 14, 2010

HAND DELIVERED

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

Re: Jennifer and Damon Schreck v. Tampa Electric Company
Docket No. 100188-EI

Dear Ms. Cole:

Enclosed for filing are the original and 15 copies of Tampa Electric Company's Answer in Response to Petition for Relief filed in the above referenced docket.

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/jh
Enclosures

cc: All parties of record (w/encls.)

- COM _____
- APA _____
- ECR _____
- GCL 14
- RAD _____
- SSC _____
- ADM _____
- OPC _____
- CLK _____

DOCUMENT NUMBER-DATE
04089 MAY 14 2010
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

JENNIFER AND DAMON SCHRECK,)
)
Petitioners,)
)
v.)
)
TAMPA ELECTRIC COMPANY,)
)
Respondent.)
_____)

DOCKET NO. 100188-EI
Submitted for Filing May 14, 2010

**TAMPA ELECTRIC COMPANY'S
ANSWER TO FORMAL PETITION FOR RELIEF**

Tampa Electric Company ("Tampa Electric" or "the Company") answers the Formal Petition for Relief ("Petition") filed by Jennifer and Damon Schreck ("the Schrecks") as follows:

1. Tampa Electric specifically denies the Schrecks' allegations in their Petition that Tampa Electric has engaged in any of the improprieties enumerated as items I through VI on page one of the Petition.
2. Tampa Electric specifically denies that any amounts or fees have been improperly accrued on the Schrecks' account, contrary to the matters alleged on page two of the Schrecks' Petition.
3. Tampa Electric specifically denies that the Schrecks are entitled to the relief requested in their Petition. The Commission's Staff reached the same conclusion after having carefully reviewed all of the various matters alleged by the Schrecks in a customer complaint dispute resolution process conducted pursuant to Rule 25-22.-032, Florida Administrative Code. See the March 15, 2010 letter from the Staff attached hereto as Exhibit "A" and by reference made a part hereof.

DOCUMENT NUMBER-DATE
04089 MAY 14 2010
FPSC-COMMISSION CLERK

WHEREFORE, Tampa Electric submits the foregoing in answer to the Schrecks' Petition and urges that the Petition be denied in all respects.

DATED this 14th day of May, 2010.

Respectfully submitted.



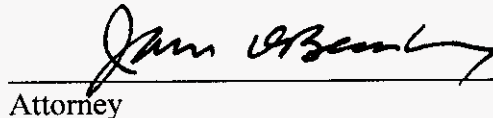
JAMES D. BEASLEY
J. JEFFRY WAHLEN
Ausley & McMullen
P. O. Box 391
Tallahassee, FL 32302

ATTORNEYS FOR TAMPA ELECTRIC
COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer to Formal Petition for Relief filed on behalf of Tampa Electric Company has been furnished by U. S. Mail this 14th day of May, 2010 to:

Jennifer Schreck
10013 Montague Street
Tampa, Florida 33626



Attorney

STATE OF FLORIDA

COMMISSIONERS:
NANCY ARGENZIANO, CHAIRMAN
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III



DIVISION OF SERVICE, SAFETY &
CONSUMER ASSISTANCE
DANIEL M. HOPPE, DIRECTOR
(850) 413-6480

Public Service Commission

March 15, 2010

Certified and Regular Mail

Ms. Jennifer Schreck
10013 Montague Street
Tampa, FL 33626-1855

Re: Florida Public Service Commission Complaints Number 775085E & 815622E

Dear Ms. Schreck:

This letter is in further response to PSC complaint number 775085E initially filed with the Florida Public Service Commission (PSC) on April 14, 2008, against Tamp Electric Company (TECO). It also serves as response to complaint number 815622E filed with the PSC on December 30, 2008, concerning continued improper billing by TECO.

Summary

In contemplation of your further queries and continued disagreement with actions taken by TECO as expressed during our telephone conversations on December 30, 2008, January 20, 2009, September 29, 2009, December 3, 2009, December 23, 2009, and in each of your faxed correspondence dated January 21, 2009, December 22, 2009, and January 11, 2010, I have taken the opportunity to carefully review both case files and analyze the presented documentation. Following is a recapitulation of the facts that have led to the PSC's conclusions in this matter. I believe the following summation of my analysis addresses each of the concerns you have identified regarding this matter.

Settlement Agreement Credit Adjustments

At the conclusion of PSC complaint number 775085E, a Settlement Agreement was reached between you and TECO. In accordance with that Settlement Agreement, your account was to be issued credit adjustments totaling \$375.36. In complaint number 815622E, you alleged that as of the date of your complaint, TECO had not issued all of the credit and therefore, had not honored the terms of the Settlement Agreement.

Exhibit "A"

I investigated this matter and as summarized in the below chart, it appears that TECO has issued all of the agreed upon credit adjustment. As indicated, credit adjustments totaling \$420.86 were posted to your account.

Settlement Agreement Chart

Settlement Agreement		Settlement Agreement Response/Action																
Terms	Amount	Comments	Credit Adjustment Amount															
A) Waiver of Additional Deposit Assessment	\$300.00	As reflected on the enclosed account summary lines 11 & 12, column N, your account was issued credit adjustments in the amount of \$310.50, which included the \$300.00 assessed deposit, plus deposit interest in the amount of \$10.50. This adjustment was reflected on your November 5, 2008, billing statement, line 16, column J	\$310.50															
B) Late Fee charges for the Period of April 2008 through September 2008	\$40.36	As reflected on enclosed account summary line 10, column N, your account was issued a credit adjustment in the amount of \$40.36. This adjustment was reflected on your November 5, 2008, billing statement, line 17, column J.	\$40.36															
C) Removal of one Reconnect Charge	\$35.00	As reflected on your account and as summarized in the following bullet points, you were assessed two \$35.00 Reconnect Charges. TECO's records reflect that your account was credited for both of these charges as summarized: <table border="1" data-bbox="570 1108 1167 1575"> <thead> <tr> <th>DATE/COMMENTS</th> <th>DEBIT (CREDIT)</th> <th>NET TOTAL FEES</th> </tr> </thead> <tbody> <tr> <td>1. 7/7/08 - line 3, column G --Reconnect Charge for 6/19/08 disconnection.</td> <td>\$35.00</td> <td>\$35.00</td> </tr> <tr> <td>2. 11/7/08 - line 21, column G - Reconnect Charge for 10/17/08 disconnection.</td> <td>\$35.00</td> <td>\$70.00</td> </tr> <tr> <td>3. 11/5/08 - Line 9, column N & Line 19, column J - Credit for Reconnect Charge</td> <td>(\$35.00)</td> <td>\$35.00</td> </tr> <tr> <td>4. 3/6/09 - Line 41, column J & line 37, column N- Credit for Reconnect Charge</td> <td>(\$35.00)</td> <td>\$0.00</td> </tr> </tbody> </table> <ol style="list-style-type: none"> 1. As shown on line 3, column G of the account summary, you were assessed a \$35.00 Reconnect Charge for restoration of service following disconnection of service on June 19, 2008. <ol style="list-style-type: none"> a. At the time you filed complaint number 815622E on December 30, 2008, TECO had not yet refunded this charge. Following further discussion with TECO, the company 	DATE/COMMENTS	DEBIT (CREDIT)	NET TOTAL FEES	1. 7/7/08 - line 3, column G --Reconnect Charge for 6/19/08 disconnection.	\$35.00	\$35.00	2. 11/7/08 - line 21, column G - Reconnect Charge for 10/17/08 disconnection.	\$35.00	\$70.00	3. 11/5/08 - Line 9, column N & Line 19, column J - Credit for Reconnect Charge	(\$35.00)	\$35.00	4. 3/6/09 - Line 41, column J & line 37, column N- Credit for Reconnect Charge	(\$35.00)	\$0.00	\$70.00
DATE/COMMENTS	DEBIT (CREDIT)	NET TOTAL FEES																
1. 7/7/08 - line 3, column G --Reconnect Charge for 6/19/08 disconnection.	\$35.00	\$35.00																
2. 11/7/08 - line 21, column G - Reconnect Charge for 10/17/08 disconnection.	\$35.00	\$70.00																
3. 11/5/08 - Line 9, column N & Line 19, column J - Credit for Reconnect Charge	(\$35.00)	\$35.00																
4. 3/6/09 - Line 41, column J & line 37, column N- Credit for Reconnect Charge	(\$35.00)	\$0.00																

		<p>issued a credit adjustment in the amount of \$35.00, which was reflected on your billing statement dated March 6, 2009, line 41, column J.</p> <p>2. As shown on line 8, column N and Line 21, column G of the account summary, you were assessed a \$35.00 Reconnect Charge for restoration of service following disconnection of service on October 17, 2008.</p> <p>a. As reflected on ledger entry dated November 5, 2008, line 9, column N and line 19, column I, your account was issued a credit adjustment in the amount of \$35.00 to offset this charge. This credit adjustment is reflected in your overall account balance on line 21, column K.</p> <p>3. As shown on Line 9, column N & Line 19, column J Line 41, column J and Line 37, column O, on the spreadsheet summary your account was issued a \$35.00 credit adjustment for reconnect charges.</p> <p>4. As shown on Line 41, column J and Line 37, column O, your account was issued a \$35.00 credit adjustment for reconnect charges.</p>	
TOTAL	\$375.36		\$420.86

Unwarranted Deposits

In your complaint, you criticized the fact that TECO continued to bill you for unwarranted deposits. Please be aware that PSC Rule 25-6.097(3), Florida Administrative Code (F.A.C.) allows a utility to require a new or additional deposit upon reasonable written notice of not less than 30 days. However, the total amount of the required deposit shall not exceed an amount equal to twice the average charges for actual usage of electric service for the twelve month period immediately prior to the date of notice. It appears that TECO assessed deposits to your account in accordance with PSC rules and its tariff. Nevertheless, on April 28, 2009, TECO canceled the \$315.00 assessed deposit billed to your account and coded the account to not bill a deposit again while your complaint is open and under investigation.

Improperly Established Disputed Amount

You alleged that when PSC complaint number 815622E was filed, your disputed billed amount was improperly set by the PSC, which contributed to your service being disrupted.

When a customer files a PSC billing complaint, it is the policy of the PSC Bureau of Consumer Assistance (BCA) to establish a specific disputed amount within explicit guidelines. Additionally, within those guidelines, while the complaint is open and under investigation the

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determined disputed amount cannot be adjusted upward. Thus it is each customer's responsibility to not allow their unpaid account balance to exceed the disputed amount.

In your complaint correspondence to the PSC on December 30, 2008, you stated that your TECO billing statement showed that you owed \$300.26 for December and that by your calculations you only owed \$83.14. Furthermore, during our telephone conversation on December 30, 2008, we jointly established a disputed amount of \$217.48 based on your disagreement with your December 2008 billing statement in the amount of \$300.62. You stated that based on your calculations and payments already made by you, your December 2008 billing statement should have been only \$83.14. Subsequently you agreed that your disputed amount for complaint number 815622E was \$217.48 (\$300.26 as stated in your correspondence dated December 30, 2008, less (-) \$83.14 the amount you claimed you owed, (=) \$217.48). The disputed amount on your complaint remains \$217.48.

***Premature Closure of Complaint Number 815622E
Improper Disconnection of Service***

In your complaint, you expressed ire because you believed that PSC complaint number 815622E was prematurely closed without your authorization, which you believed caused unwarranted and improper disconnections of your electric service. It was also your contention that on two occasions, your electric service was improperly disconnected while PSC complaint number 815622E was open and under investigation.

Your account billing was carefully reviewed and it was determined that your account had in fact received the credit adjustments specified in your settlement agreement with TECO. After hearing nothing further from you regarding your monthly billing, complaint number 815622E was closed on September 2, 2009, in accordance with PSC rules and procedures.

On September 29, 2009, you called the PSC and reported that your electric service had been disconnected without cause. After our telephone conversation on that date, I called TECO to investigate the reason for disconnection. It was learned that your service was disconnected for non-payment. At the time of disconnection, your account reflected an unpaid balance of \$602.03, which was reflected on your billing statement dated September 24, 2009. Your previous billing statement dated August 25, 2009, reflected an unpaid account balance in the amount of \$427.52, after a partial payment in the amount of \$160.75 was credited to your account on August 10, 2009. No further payment was received nor had payment arrangements been made; therefore, after issuance of a final notice, TECO disconnected your service on September 29, 2009.

It is important to emphasize that TECO was in compliance with PSC rules when your service was disconnected on September 29, 2009, because PSC complaint number 815622E had been closed. Furthermore, the amount your service was disconnected for (\$427.52) was \$210.04 greater than your previously established disputed amount of \$217.48. As such, even if complaint number 815622E had

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remained open, your account was still subject for disconnection in accordance with PSC Rule 25-22.032(3), F.A.C. Under the provisions of PSC Rule 25-22.032(3), F.A.C., "*a company shall not discontinue service to a customer because of any unpaid **disputed** amount until the complaint is closed by Commission staff. However, the company may require the customer to pay that part of a bill which is not in dispute.*" For your information and review, I have enclosed a copy of PSC Rule 25-22.032, F.A.C.

At your request, PSC complaint number 815622E was reopened on September 29, 2009, for further billing investigation. After discussing your disconnection with TECO and after a payment of \$154.51 was made, TECO restored your service that date. Your account was billed a reconnect charge of \$50.00 in accordance with TECO's approved Tariff.

Once again, you called the PSC on December 3, 2009 and reported that your electric service was disconnected that day. After investigating your disconnection with TECO, it was learned that your service was disconnected on December 3, 2009, for non-payment. At the time of disconnection, your account reflected an unpaid balance in the amount of \$556.74, after a partial payment in the amount of \$170.93 was posted to your account on November 6, 2009. You were made aware of this unpaid balance on your billing statement dated November 24, 2009. No further payment was received nor were payment arrangements made. The unpaid balance was \$339.26 greater than your previously established disputed amount of \$217.48; therefore, after issuance of a final notice, TECO disconnected your service on December 3, 2009. Again, even though complaint number 815622E was open at the time of disconnection, TECO was justified in disrupting your service in accordance with PSC Rule 25-22.032(3), F.A.C. Your account was billed a second reconnect charge of \$50.00 in accordance with TECO's approved Tariff.

Several times during our telephone conversations, you were advised that your account was protected from disconnection up to the disputed amount only. You were further reminded that you must pay your regular monthly billed electric charges on a timely basis. This was also a condition specified on your previous settlement agreement with TECO.

During the period of time your complaint has been open, even though your account reflected numerous payments and credit adjustments, the credits have not kept pace with the service and tariffed charges debited to your account. This is due to inconsistent and partial payments as reflected on the enclosed spreadsheet summary. Therefore, you allowed your unpaid account balance to increase higher and higher, far beyond the disputed amount of \$217.48, hence the two disruptions of your service. Consequently, your account balance has accrued to the current amount of \$867.87.

Improper and Inaccurate Billing

In your complaint, you indicated that in November 2008 and December 2008, you received multiple conflicting billing statements that contained erroneous meter readings and subsequent

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inaccurate billing. Because of the perplexing billing statements, you requested that TECO's records and your billing statements be reviewed by the PSC.

During our more recent telephone discussions, you further alleged that in May 2009 and June 2009, TECO again issued erroneous billing statements. You indicated that those inaccurate billing statements were associated with your final billing statement for account number 0381 0205176 at 13804 Candidate Place, Tampa, Florida. It was your conclusion that TECO incorrectly transferred an unpaid balance from account number 0381 0205176 that you assert you did not owe because your adjusted final billing statement from your old address reflected a credit balance.

I investigated your billing concerns and reviewed the billing statements presented by you and TECO as well as ledger spreadsheets prepared by TECO and presented to the PSC on January 20, 2009; December 29, 2009; March 1, 2010; and March 8, 2010. Based on the documentation presented by TECO, you are correct in your observation and comments that during November 2008 and December 2008, your billing statements reflected multiple errors and conflicting information. As well, I am in agreement with your assessment that your two final billing statements for account number 0381 0205176 were extremely confusing and nearly incomprehensible.

It is certainly understandable that you were confused by your billing statements in comparison with TECO's ledger spreadsheets and have lost confidence in TECO's billing process. Your confusion appears to have been further complicated by TECO's lack of clarity and explanation in response to your questions.

In order to more clearly understand your account billing history, I conducted an audit of billing statements for your account in comparison with TECO's ledger reports submitted by the company. I acquired data from both of these sources and prepared the enclosed Account Audit Summary spreadsheet summary of your account. The summary reflects a side by side comparison of all account transactions for the period of June 5, 2008, through February 24, 2010. Hopefully this spreadsheet format will explain and help clarify some of your billing confusion and answer your billing questions. For your information and review, I have enclosed a copy of TECO's referenced ledger summary as well as copies of all billing statements for the period of June 5, 2008, through February 24, 2009.

To correspond with data presented on the enclosed Account Audit Summary spreadsheet, the enclosed Account Audit Summary Reference Chart documents significant observations and pertinent notations regarding transactions applied to your accounts.

My review determined that numerous billing statement errors were made, as reflected and explained on the Account Audit Summary and corresponding reference chart. Likewise, in several places, TECO's ledger entries appear to not agree with calculations reflected in your billing statements. However, it is important to emphasize that when billing errors occurred, multiple

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Internet E-mail: contact@psc.state.fl.us

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appropriate adjustments were eventually applied to your account to correct the noted errors. Subsequently, all corrected mathematical calculations are accurate. The monthly account balances reflected on TECO's ledger and your billing statement summary are correct and reconcile with each other.

Several times during the complaint process you indicated that you did not make a utility payment because TECO never sent you a billing statement.

TECO and all other regulated utilities have a responsibility to provide each customer a monthly billing statement. PSC Rule 25-6.100, F.A.C., Customer Billings, requires each regulated utility to render billing statements on a monthly basis and as promptly as possible following the reading of meter. TECO's records indicate that each month since you have been its customer, you have been properly issued billing statements.

As TECO has a responsibility to provide monthly billing statements to its customers on a timely basis, each customer has a responsibility to pay their utility bill on a timely basis. Occasionally, a customer may not receive a billing statement due to mail delivery problems, mail theft or numerous other possibilities. Unless the utility is contacted directly, there is no way for the company to know that a customer did not receive a billing statement. In my opinion, it is reasonable to expect that you and every other customer have come to know and anticipate that you will receive and must pay a utility bill at about the same time each month. Therefore, if for some reason you did not receive a billing statement by the time you would normally schedule or budget your utility payment, instead of not making a utility payment that month, it is your responsibility to contact the utility in order to avoid late payments and related fees and possible opportunities for disruption of service. Likewise, it is your responsibility to review your billing statements for accuracy and to promptly report any objections or inaccuracies to TECO.

Double Billing – Multiple Monthly Statements

You have maintained your position that you often receive multiple bills from TECO each month, which resulted in double billing of your account. During my investigation, it was determined that although you occasionally received more than one "statement" from TECO, your account was not double billed.

Your confusion over the various types of "statements" you received each month was thoroughly addressed in my letter to you dated July 21, 2008, regarding PSC complaint number 775085E. For your information and review, I have enclosed a copy of that letter. As explained, you are mailed only one monthly "**Electric Bill**" each month. If it becomes necessary due to non-payment, TECO will also mail you a "**Final Notice.**" On those occasions you asked TECO to provide you a copy of your original bill, the company will also

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mail you a “**Duplicate Bill.**” I would ask that you review my letter dated July 21, 2008, to more clearly understand the distinctions between the three mentioned statements.

Over Billed Late Fees

You also asked me to investigate your suspicion that TECO improperly billed you for late fees in accordance with its Tariff. It was your position that you should not have been billed more than \$5.00 in any given month.

TECO’s PSC approved Tariff states, “*Payment is due when the bill is rendered, and becomes delinquent twenty (20) days after mailing or delivery to the customer.*” If a customer’s account payment becomes delinquent, TECO’s Tariff allows the company to assess a late charge of 1.5% or \$5.00, whichever is greater. This information is stated on each billing statement that contains an assessed late payment fee. As well, if using the 1.5%, the late fee calculation is shown. My review of your account reflects that you were not overbilled for late payment fee assessments.

Alleged Tariff and Rule Violations

You alleged that several of TECO’s billing and business practices are in violation of its Tariff or PSC Rules. As explained several times during our various telephone conversations and in my letter to you July 21, 2008, because of billing errors and the confusion caused by TECO’s lack of distinction between its regular monthly billing statements and its “duplicate bill” statements, its perplexing use of the term “duplicate,” and the impact this confusion has had on your account billing, this matter was referred to the PSC’s Division of Economic Regulation for further review.

In accordance with PSC Rule 25-22.032 F.A.C. Customer Complaints, if during the course of an informal complaint investigation, it appears that a company may have committed a rule infraction, tariff breach, or violation of PSC Order requiring enforcement proceedings, such actions are determined by the appropriate technical division within the PSC. If during the informal complaint process, it is apparent that a violation or infraction is associated with a PSC rule that contains a disposition directive ordering credit adjustment or reimbursement, the PSC may instruct the utility to effect such required adjustment. Otherwise, the violation becomes an enforcement issue to be referred to and handled by the appropriate PSC technical division.

It should be clarified however, that if it is determined that enforcement proceedings or further action is necessary; such proceedings are intended to hold the company accountable for non-compliance and to reinforce conformity in the identified area. The proceedings are not a means to award recompense to customers for matters not specified in PSC rules. PSC staff does not have the authority to compel TECO to apply credit adjustments beyond the terms of its tariff or PSC rules. Such adjustments are at the discretion of TECO.

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Current Account Status

As reflected on the enclosed Account Billing Audit Summary, TECO's records reflect that as of February 24, 2010, your unpaid account balance is \$867.87, which includes current charges of \$152.24. In accordance with PSC Rule 25-22.032(3), F.A.C., TECO may require you to pay that part of your outstanding balance that is not in dispute. Since your established disputed amount is \$217.48, your account is subject to immediate disconnection pending notice unless you make a payment of at least \$650.39, or secure acceptable payment arrangements with TECO.

Furthermore, in accordance with PSC Rule 25-22.032, F.A.C., once complaint number 815622E is closed, your account will no longer be protected from disconnection for the established disputed amount. At the time of closing, any remaining account balance will be subject to immediate payment or your electric service will be subject to interruption after proper notice. Therefore, you may wish to seek acceptable payment arrangements with TECO directly. Please be advised that the PSC does not have the authority to compel TECO or any other utility company to make payment arrangements for services provided. Such arrangements are at the discretion of TECO.

Settlement Agreement Proposal

Although there is no justification for the PSC to compel TECO to consider further credit adjustments to your account, by means of careful review and negotiations with TECO, I was able to secure TECO's willingness to offer you a courtesy credit adjustment in order to resolve this matter.

Since your new account number 1781 1605274 was established on May 22, 2009, to the current date, your service was disconnected twice and you were billed two reconnect charges of \$50.00 each as reflected on line 75, column G and line 82, column G. During the same period of time, your account was also billed late charge fees totaling \$56.67 as reflected in column F, lines 65 – 88.

TECO has expressed its willingness to offer you a credit adjustment to your account in the amount of \$156.67 for reconnect charges totaling \$100.00 and late charge fees totaling \$56.67, which would reduce your current account balance to \$711.20. Furthermore, TECO has expressed its willingness to work with you to establish payment arrangements for the remaining balance. Should you agree to accept TECO's settlement offer, and before any courtesy adjustments could be processed and issued, a PSC Settlement Agreement would need to be signed by both you and TECO and submitted to the PSC.

If you are interested in obtaining further information in consideration of TECO's settlement agreement offer, please contact Ms. Laurie Weir with TECO. You may reach her at telephone number 813-228-4041.

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Conclusion

The PSC's investigation of this matter has been thoroughly conducted to assure that all of your documented concerns and issues have been addressed and that TECO has complied with all applicable statutes, rules, tariffs, and orders of the PSC. The resultant conclusion is that based on information provided by you and the company, the evidence shows that TECO does not appear to have violated any of Florida's statutes, the F.A.C., or its tariff in the handling and billing of your account. There is simply no evidence or documentation to conclude that billing errors were not corrected or that you were otherwise billed improperly by TECO. Likewise, there is no evidence or documentation that would support that you are not responsible for your entire unpaid account balance.

It appears that TECO has offered to provide you a reasonable and conciliatory resolution to this matter. Furthermore, the PSC is unable to grant you the further redress you are seeking from TECO. If you have any evidence that refutes TECO's records, such as cancelled checks or payment receipts, please provide that information to me and I will further investigate and ask TECO to reconsider its position.

At this point, all due consideration has been given to your complaint and the complaint process as specified in PSC Rule 25-22.032, F.A.C., Customer Complaints, has been concluded.

If you disagree with this conclusion of the complaint, you may file a formal petition for relief against TECO with the PSC's Office of the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850. If you wish to file other than by mail, the preferred method, you may do so via E-mail at filings@psc.state.fl.us. However, a request for a formal hearing cannot be received via fax. If you decide to file via E-mail, you must attach your request as a Word document and include an electronic signature such as - /s/ (your name).

The formal petition must be filed pursuant to the provisions of Chapter 120, Florida Statutes, the Uniform Rules of Administrative Procedure found in Chapter 28-106, Florida Administrative Code, and the Commission's procedural rules, in particular, Rule 25-22.036, FAC, a copy of which is enclosed. The company will have the opportunity to respond to your petition, which would be addressed by the Commission pursuant to the statutes and rules cited above. However, you should be aware that if it is determined that your formal complaint application does not fulfill the requirements specified in rule 25-22.036 or if the Commission is unable to grant the relief you are seeking, your formal petition may be dismissed. If you have further questions regarding a formal petition, please call the PSC's Office of the Commission Clerk office at 850-413-6770. Please be advised that once a formal proceeding is filed, TECO's proposed resolution settlement offer will no longer be available.

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If you have any questions or concerns, please contact me. This complaint will be closed on March 31, 2010, 16 days from the date of this letter. I can be reached via toll-free number 1-800-342-3552, my direct line 1-850-413-6459, or via e-mail at nealforsman@psc.state.fl.us.

Sincerely,

Neal E. Forsman
Regulatory Program Administrator
BCA Process Review Group

cc: Tampa Electric Company