

Shawna Senko

From: Brian J. Ricca <brianricca@yahoo.com>
Sent: Monday, May 05, 2014 3:46 PM
To: Filings@psc.state.fl.us
Subject: Amendment to complaint
Attachments: Amend-Complaint 1115382E –Ricca. .docx; Amend-Complaint 1115382E –Ricca..pdf

Please find attached an amendment to my Complaint 1115382E –Ricca. I have attached the file as both a Doc and a PDF file. Please be so kind to add the file to my docket for review by the commission.

Regards,

Brian J. Ricca

Amendment to request for a formal hearing or review

From: Brian Joseph Ricca

Phone: 727.656.5805

3818 N Calusa Point, Crystal River, FL 34428

Dated: 5/4/2014

I would like to hereby amend my request for a formal hearing or review of my case with the Florida Public Service Commission regarding my original complaint. The original complaint was listed as *Complaint 1115382E –Ricca*. The commission has dismissed my motion for a hearing without prejudice due to lack of relief available under its jurisdiction.

The primary violation that I believe occurred is as follows: ***Florida law 366.03 General duties of public utility.—Each public utility shall furnish to each person applying therefor reasonably sufficient, adequate, and efficient service upon terms as required by the commission.***

The name and address of the persons against whom the complaint is lodged is:

Florida Power and Light: Toledo Blade SC

2245 Murphy Ct

North Port, FL 34289

Phone: 941-423-4849

Toll Free: 800-375-8805

/S/ Brian Joseph Ricca

The action that constitutes the violation is inefficient service due to internal errors within the original quote for CIAC Charges. FPL originally quoted my home CIAC charges at a price of \$60,000 and repeatedly assured me both verbally and literally that the most efficient route had been taken to the home. FPL also notified me that no other viable options existed which would lower the amount owed for service. Due to my own efforts and diligence, 84 calendar days later FPL finally acknowledged that the most efficient route had in fact NOT been taken to the home and the new price was to be approx. \$45,000. If I had paid the original quote, I would have overpaid by a large sum, and this error is unacceptable. The company is claiming that there was no error, but rather a change in route as a courtesy. Also, the company is claiming that a longer route was chosen because future homes were more likely to be built along the longer route. Please note in my previous correspondence, the utility company dodged my requests for details, request for a supervisor, and told me that no other options existed. The utility never originally mentioned anything about homes being more likely built along the longer route, but instead chose to cite this reason at a later date causing even further confusion. The law requires the utility to provide reasonably efficient service which would not only mean the shortest route, but also timely service. There is no way that such a large delay and the risk of overpayment can be considered reasonably efficient. Several other violations appear to have occurred as well including FPL's ability to prove their quote is valid.

I would like to hereby request that the commissioners further review my complaint to offer ***any relief available under the FPSC jurisdiction. Specifically, including, but not limited to any of the following options:***

- 1) ***25-6.002. Application and Scope*** . Effective: Monday, January 31, 2000 - ***intended to define and promote good utility practices and procedures, adequate and efficient service to the public at reasonable costs-***

I would like to ask that the FPSC further review my case to determine if any violation of any utility laws, rules or tariffs has occurred. If such errors have in fact occurred, I would like for the commission to order any relief available under its jurisdiction to help me keep costs down to a reasonable level.

- 2) ***FPL Tariff: 2.2 Availability of Service.***

I would like for the FPSC to request that FPL offer me a payment plan, but I have been told that this option isn't available. I am questioning the usage and building proration details used to determine my quote. A reasonable fee every month in addition to my regular bill would seem more appropriate rather than a large cash requirement. A fee of \$40k upfront is not reasonable and is a lot of money for one individual to come up with for electrical service amongst FPL's inability to demonstrate that the quote is valid. The home deserves power in a timely manner at a reasonable cost that can be demonstrated as such. *If the installation of facilities is*

justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment.

- 3) Florida Law: 366.955 Availability. of, and payment for, energy reserves:~4)No electric utility may collect impact fees designed to recover capital costs in initiating new service unless the utility can demonstrate and the commission finds that such fees are fair, just, and reasonable. 25~6.093 Information to Customers. Assist the customer in obtaining the rate schedule which is most advantageous to the customer's requirements.

I would like for the FPSC to request transparency from FPL including but not limited to: costs of labor, man hours, materials involved, cost of materials, breakdown of the quote. For example, what does the new quote consists of? Can FPL give the FPSC any clue as to what a \$15k charge for overhead and engineer work consists of? What engineering work will be conducted other than a quick computer generated quote or routine inspections? What does the capital section of the quote consists of? If the utility wishes to claim that some of the info is confidential, that may be acceptable, but is it reasonable for 50 percent of the quote to be confidential? How can I be expected to pay the quote if the lead engineer and district manager don't even know what the quote means? Please request a thorough breakdown of the quote. I doubt that a reasonable answer will be provided because one doesn't exist. Also, how could I pay the quote without worry when the crew supervisor who manages the crews doesn't even know what CIAC means? FPL doesn't even know what the quote consists of themselves. I would like to have the opportunity to obtain a third party quote from an engineer.

Further, I would like for the PSC to require FPL to meet the quote or standards of a third party engineer review, if a lesser price or better standard can be documented by a certified Florida utility engineer; in which case I shall be permitted 90 days from a date of notice to provide such documentation. I should have the option to use a private contractor for the overhead work as well. FPL claims that I am not allowed to use a private contractor for overhead work, but where does FL law state such? Developers install utilities all of the time in public easements, and then donate the lines to the utility companies.

4) **25-6.064. Extension of Facilities; Contribution in Aid of Construction**

This option would be the most favorable to me since it would offer the quickest service. I think that FPL should only require me to pay 1/3 of the quote upfront due to being the only customer involved. The prorated line extension policy typically applies to a sub-division with more than one home being constructed. Under the current quote, FPL expects 2 additional customers to build homes within the three year period from the time the line is energized, if that happens FPL would collect 2/3 of the initial cost from the new homes and make a refund to me in that amount. If the utility feels that new homes will be built within three years, why can't I just pay my fair 1/3rd of the quote upfront? Or approx. \$13,568 – I think \$13, 568 is relatively reasonable for service, but still more than fair.

As required, the utility shall prorate the total CIAC over the number of end-use customers expected to be served by the new or upgraded facilities within a period not to exceed 3 years, commencing with the in-service date of the new or upgraded facilities. The utility may require a payment equal to the full amount of the CIAC from the initial customer (yet this is an option which seems more geared towards developers and it seems like extremely unusual and harsh treatment given the large sum involved to one single customer). Pro-rating the line extension seems to be the normal procedure. Why did the utility elect to charge me the full balance instead of seeking to charge me 1/3 of the costs to make up the balance owed? The utility could very easily just require 1/3 of the fee and pro-rate the balance. I feel that most other utilities companies would pro-rate the balance. People are surely going to build in this area once power is provided even if it takes 4-5 years. FPL opted to take over the territory and is in the business of providing power in a reasonable way. FPL has repeatedly chosen to take the most costly routes, and utilize the harshest tactics to continue denying me therefor reasonably sufficient, adequate, and efficient service.

In conclusion, I have been very patient, and have done everything by the book. I have waited for reviews that were rushed and contained errors at both the PSC and FPL level. All the while my home has been without electricity and suffered vandalism, theft, mold, loss of business and income. May 8th will be a year that I have been without service. I could NOT have paid the quote without risking overpayment which turned out to be a valid concern. I was even more worried after errors were revealed and thus naturally I sought more answers...only to have my questions dodged citing odd excuses and to be confronted by a staff who did not know themselves the derivatives of the quote. My requests for accuracy were met with mistakes, delays, unwillingness to provide details, and thus continued lack of electrical service. Is there any wonder why I don't want to pay the current quote given the circumstances?

FPL is the 3rd largest utility in America with 2 billion per year net income, and thus should be held accountable for their actions or lack thereof. I am not anti-utility company even after my negative experience. I can respect the utilities right to a decent return on investment. I never expected free or discounted service until faults occurred, and since the quote has failed to be demonstrated to be reasonable. The utility companies continue to demand that the rate payers cover their mistakes at any rate. I hope the FPSC along with the Office of General Counsel can use this case to make sure others in Florida don't have to go without electricity for a year. In 2014, the days of trying to charge customers and hide the fees on a bill should be over. The utilities and the PSC should not be permitting lack of transparency. People want to know what they're being charged for at the very least.

I believe that FPL has done their best to help me, but an error did in fact occur along with a continued lack of transparency. I understand mistakes happen, but the end result is the most important for me. Damages have occurred in my case. The quote likely contains more flaws, and the price for service appears extremely overrated utilizing the least advantageous inputs and calculations to me as a potential customer; albeit a customer

with no other options under monopoly rules. My case is unique because most individuals don't have to stand their ground against a big utility monopoly. Thus, the case would require very specific review and attention. The case may not have received proper attention. I'm not sure a case like mine has ever existed before in Florida. In other words, in a separate scenario, if a person goes to look at a vacant lot where utilities don't exist, they will typically request a fee to run electric from the utility. If the utility company requests a large fee, most people will probably run the other way to go buy another lot closer to the facilities. In my case, the home was already built so that option to find another lot didn't exist. Nor did the option to use another utility exist. I have had to stand my ground and request to know exactly what the quote consisted of precisely. Most homes already have utilities in place or the fee to run the lines are reasonably covered by a developer. This home suffered from an odd scenario that resulted from the collapse of the Florida real estate market in 2007 and beyond. My job as a customer worried about a large fee was to prove the company wrong, which I have done. Now, for the utility to be unwilling to admit the error after the fact is wrong. I truly hope FPL will reconsider.

May 8th will be a year that I have been without service. I never expected to obtain free service initially. I simply wanted to know that the fee for service was reasonable, but it never was able to be proved. I was originally concerned with the large fee, and asked questions which revealed errors. Additional questions from myself to FPL after the error was discovered were avoided, and now I'm even more concerned. I believe the people of Florida have a right to be angry with such behavior amongst failed CIAC matters in Florida, lack of transparency and lack of relief as the FPSC is intended. As an electrical customer, I shouldn't be made to feel like an underdog in my case, yet that's how I did feel. Instead of the utility company being asked to prove their point, the tables were turned on me as the customer. It has been difficult to find anyone willing to take a stand for my matter even though I have provided very valid concerns. Additionally, obtaining an accurate review of my case has been almost impossible and has required large delays. I feel like the people who are supposed to be helping me have worked against me. I have clearly proved FPL wrong and the FPSC reviews inaccurate as well.

My case is long overdue for relief. Every day without electricity is a big problem. I feel wholeheartedly that the FPSC could help me soon along with FPL. There appear to be large gaps in Florida law which should be resolved. The quote offered to me has not been cost effective or reasonable. I truly hope that the FPSC and FPL will make up for their lack of oversight and offer me a reasonable compromise. I would like to thank all of the staff who have tried to help me at both the utility company, and the commission. However, I have been forced to be without electricity due to gaps in Florida utility law. If the State of Florida can learn from the mistakes which have taken place in my case, my loss of time will be relatively more worthwhile. However, My home requires basic electricity at a reasonable cost and in a timely manner. I'm confident that the commission has the authority to provide relief in my case, and I remain hopeful that the system will ultimately offer me resolution in this unnecessary situation. I have provided extensive documentation and have hereby provided four possible options for relief.

25-6.064. Extension of Facilities; Contribution in Aid of Construction

(b) In cases where more customers than the initial applicant are expected to be served by the new or upgraded facilities, *the utility shall prorate the total CIAC over the number of end-use customers expected to be served by the new or upgraded facilities within a period not to exceed 3 years, commencing with the in-service date of the new or upgraded facilities. The utility may require a payment equal to the full amount of the CIAC from the initial customer.* For the 3-year period following the in-service date, the utility shall collect from those customers a prorated share of the original CIAC amount, and credit that to the initial customer who paid the CIAC. The utility shall file a tariff outlining its policy for the proration of CIAC.

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. *If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.*

Florida Law: 366.955 Availability, of, and payment for, energy reserves:~4)

No electric utility may collect impact fees designed to recover capital costs in initiating new service unless the utility can demonstrate and the commission finds that such fees are fair, just, and reasonable.

25-6.093 Information to Customers. (1) *Each utility shall, upon request of any customer, give such Information and assistance as is reasonable, in order that the customer may secure safe and efficient service.* Upon request, the utility shall provide any customer information as to the method of reading meters and the derivation of billing there from, the billing cycle and approximate date of monthly meter reading. **2) Upon request of any customer, the utility is required to provide to the customer a copy and explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer in obtaining therate schedule which is most advantageous to the customer's requirements.**

25-6.002. Application and Scope . Effective: Monday, January 31, 2000

(1) These rules and regulations shall apply to all electric public utilities operating under the jurisdiction of the Florida Public Service Commission. They are **intended to define and promote good utility practices and procedures,** adequate and **efficient service to the public at reasonable costs,** and to establish the rights and responsibilities of both the utility and the customer.

In fixing the just, reasonable, and compensatory rates, charges, fares, tolls, or rentals to be observed and charged for service within the state by any and all public utilities under its jurisdiction, the **commission is authorized to give consideration, among other things, to the efficiency, sufficiency, and adequacy of the facilities provided and the services rendered; the cost of providing such service and the value of such service to the public; the ability of the utility to improve such service and facilities; and energy conservation and the efficient use of alternative energy resources; provided that no public utility shall be denied a reasonable rate of return upon its rate base In any order entered pursuant to such proceedings. In Its consideration thereof, the commission shall have authority, and it shall be the commission's duty, to hear service complaints, if any, that may be presented by subscribers and the public during any proceedings Involving such rates, charges, fares, tolls, or rentals; however, no service** complaints shall be taken up or considered by the commission at any proceedings Involving rates, charges, fares, tolls, or rentals unless the utility has been given at least 30 days' written notice thereof, and any proceeding may be extended, prior to final determination, for such period; further, no order hereunder shall be made effective until a reasonable time has been given the utility involved to correct the cause of service complaints, considering the factor of growth in the community and availability of necessary equipment. (2) The power and authority herein conferred upon the commission shall not cancel or amend any existing punitive powers of the commission but shall be supplementary thereto and shall be construed liberally to further the legislative intent that adequate service be rendered by public utilities in the state in consideration for the rates, charges, fares, tolls, and rentals fixed by said commission and observed by said utilities under its jurisdiction. **(3)The term "public utility" as used herein means all persons or corporations which the commission has the authority, power, and duty to regulate for the purpose of fixing rates and charges for services rendered and requiring the rendition of adequate service.**

/S/ Brian Joseph Ricca