

MEMORANDUM

DECEMBER 21, 1998

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RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (C. KEATING) *WCK* *made for RUC*

RE: DOCKET NO. 981289-EI - COMPLAINT BY TODD COLLINS AGAINST
FLORIDA POWER & LIGHT COMPANY REGARDING ERPONEOUS BILLING

98-1749-~~AE~~-EI ^{AS}

Attached is an ORDER APPROVING SETTLEMENT AGREEMENT, with attachment, to be issued in the above-referenced docket. (Number of pages in order - 5)

WCK/js

Attachment

cc: Division of Electric and Gas (Goad)
Division of consumer Affairs (Johnson)

I:981289or.wck

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Todd Collins
against Florida Power & Light
Company regarding erroneous
billing.

DOCKET NO. 981289-EI
ORDER NO. PSC-98-1749-AS-EI
ISSUED: December 22, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING SETTLEMENT AGREEMENT

BY THE COMMISSION:

On March 13, 1997, Mr. Todd Collins called our Division of Consumer Affairs (CAF) with a complaint against Florida Power & Light Company (FPL). Mr. Collins asserted that FPL failed to credit to his account a \$200 cash payment made three days earlier. Before this complaint could be resolved, Mr. Collins called CAF on July 1, 1997, to dispute a separate \$297.55 charge on his account. FPL asserted that this charge consisted of the unpaid balances from Mr. Collins' accounts at two previous addresses. FPL agreed to protect the account for a total of \$497.55 until the disputed amounts were resolved.

On July 18, 1997, Mr. Collins requested an informal conference to resolve his complaints. Despite several attempts by CAF staff to obtain supporting documentation from Mr. Collins and to conduct an informal conference on this matter, Mr. Collins did not provide any documentation to support his complaints and did not appear for any of the scheduled informal conferences. The last scheduled informal conference was set for December 19, 1997. Since December 1997, FPL has continued service to Mr. Collins, although his account has continuously been in arrears. FPL has continued to protect the account for the disputed amount of \$497.55.

DOCUMENT NUMBER-DATE

14408 DEC 22 98

FPL SC-RECORDS/REPORTING

In June 1998, Mr. Collins' complaint file was forwarded to our Division of Legal Services for review. After reviewing updated account information from FPL and attempting unsuccessfully to obtain supporting documentation from Mr. Collins, this docket was opened on October 8, 1998, to resolve Mr. Collins' complaints. On October 30, 1998, FPL and Mr. Collins reached a settlement agreement concerning both the disputed and undisputed charges on Mr. Collins' account. The settlement agreement is attached to this Order as Attachment A.

The settlement agreement provides that Mr. Collins will pay FPL the total sum of \$1,009.63, which includes the \$497.55 in charges previously disputed by Mr. Collins and \$512.08 in undisputed charges due on Mr. Collins' account as of October 9, 1998. The agreement provides that this sum shall be paid as follows: (1) \$125.00 due on or before October 20, 1998; (2) \$195.43 due on or before October 30, 1998; and (3) \$689.20 balance paid in six monthly installments of \$100.00 plus a final monthly installment of \$89.20, with each monthly installment due on or before the "NEW Charges Past Due" date on Mr. Collins' regular monthly bills beginning in November 1998. The agreement provides that Mr. Collins will make these payments in addition to his regular, monthly FPL bills.

The settlement agreement further provides that a late payment charge will be assessed each month in the amount of 1.5% on the unpaid balance of the Amount Due. If Mr. Collins defaults on any payment, the agreement provides that the entire unpaid balance of the Amount Due shall immediately be due and payable, a monthly 1.5% late payment charge shall accrue, and FPL may proceed with immediate disconnection of service in accordance with its approved tariff and Commission rules.

Pursuant to Rule 25-22.032(11), Florida Administrative Code, a settlement reached by parties to a customer complaint shall indicate that it is binding on both parties and that the parties waive any right to further review or action by this Commission. As stated in the settlement agreement, Mr. Collins and FPL agree that this settlement represents a satisfactory resolution of the issues in this docket and waive any right to further review or action by this Commission. The parties also agree that this settlement is binding upon them.

ORDER NO. PSC-98-1749-AS-EI
DOCKET NO. 981289-EI
PAGE 3

Accordingly, we find that the settlement agreement between Mr. Collins and FPL should be approved. The agreement provides a satisfactory resolution of the issues in this complaint docket.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the settlement agreement between Mr. Todd Collins and Florida Power & Light Company is hereby approved, resolving all issues in this complaint docket. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd day of December, 1998.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: _____

Kay Flynn
Kay Flynn, Chief
Bureau of Records

(S E A L)

WCK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

ORDER NO. PSC-98-1749-AS-EI
DOCKET NO. 981289-EI
PAGE 4

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

SETTLEMENT AGREEMENT

In Re Complaint of Todd Collins
against Florida Power & Light Company

FPSC Docket No. 981289

THIS AGREEMENT is between FLORIDA POWER & LIGHT COMPANY (referred to as "FPL"), and Todd Collins (referred to as "Customer").

FPL asserts that Customer owes the following amounts for billed service as of October 9, 1998:

<u>SERVICE ADDRESS</u>	<u>ACCOUNT NUMBER</u>	<u>SERVICE TO</u>	<u>AMOUNT</u>
434 NE 7 Ave #3	80090-84414	5/11/98	\$63.08
105 NE 16 Ter #4	08330-60403	7/10/98	\$234.47
1775 N Andrews Ave #W103	62010-24558	8/18/98	\$510.65
1800 N Andrews Ave #H7	85267-38011	10/9/98	\$201.43
		<u>TOTAL</u>	<u>\$1,009.63</u>

Customer filed his complaint with the Florida Public Service Commission ("FPSC") alleging that FPL did not credit Account Number 62010-24558 for a \$200.00 cash payment Customer claims he made at an FPL pay agent. Customer also disputes the amounts of \$63.08 (Account Number 80090-84414) and \$234.47 (Account Number 08330-60403). FPL asserts that it never received the alleged \$200.00 cash payment and that the amounts of \$63.08 (Account Number 80090-84414) and \$234.47 (Account Number 08330-60403) are Customer's obligations to FPL. No other amounts are in dispute by Customer.

Both Parties to this Agreement wish to reach a full and final settlement of this dispute set forth above.

The Parties to this Agreement, in consideration of the mutual covenants and agreements to be performed, as set forth below, agree as follows:

1 Customer agrees to pay FPL the total sum of \$1,009.63 (referred to as "Amount Due"), as follows:

Initial payment of \$125.00 on or before October 20, 1998, \$195.43 on or before October 30, 1998, and the balance of \$689.20 in 6 monthly installments of \$100.00 per month plus a final monthly installment of \$89.20, each monthly installment due on or before the "NEW Charges Past Due" date indicated on Customer's regular monthly bills from FPL commencing with the November 1998 monthly bill and continuing monthly thereafter until the total Amount Due plus all late payment charges are paid in full. A late payment charge will be assessed in the amount of 1.5% per month on the unpaid balance of the Amount Due. In the event the Customer defaults on any payment, the entire unpaid balance of the Amount Due shall be immediately due and payable and shall accrue a late payment charge of 1.5% per month and FPL may proceed with immediate disconnection of electric service in accordance with its approved tariff and the rules of the Commission. The Customer understands these payments are in addition to Customer's regular monthly bills from FPL.

2 The parties agree that a satisfactory resolution regarding FPSC Docket No. 981289 has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action.

Dated 10/30/98 1998.

Florida Power & Light Company

Todd Collins
Todd Collins

By: Gina Cochran
Title: Consumer Corporate Specialist