

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

MEMORANDUM

February 26, 1998

RECEIVED

FEB 26 1998

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FPSC - Records/Reporting

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (CRUZ-BUSTILLO) RVE For JCB
DIVISION OF CONSUMER AFFAIRS (SMITH) ETD
DIVISION OF ELECTRIC AND GAS (GING) JDT

RE: DOCKET NO. 980078-EU - FLORIDA POWER AND LIGHT COMPANY -
COMPLAINT BY SHIRLEY B. AMIE AGAINST FLORIDA POWER AND
LIGHT COMPANY (FPL) REGARDING BACKBILLING FOR ALLEGED
POWER DIVERSION

AGENDA: 3/10/98 - REGULAR AGENDA - FINAL AGENCY ACTION -
INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: S:\PSC\LEG\WP\980078.RCM

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve the Settlement Agreement between Florida Power and Light (FPL) and Shirley B. Amie?

RECOMMENDATION: Yes. The Commission should approve the Settlement Agreement.

STAFF ANALYSIS: On June 17, 1997, Ms. Shirley B. Amie called the Division of Consumer Affairs and stated that she was unjustly charged for alleged electric current diversion by Florida Power & Light Company (FPL). Ms. Amie also disputed the amount of the backbill of \$5,761.21. FPL filed a responsive report on July 3, 1997.

On July 22, 1997, Ms. Amie was notified by letter that, based on the information reviewed by Staff, the amount of FPL's rebilling appeared to be reasonable. On August 1, 1997, the customer requested an informal conference pursuant to Rule 25-22.032, Florida Administrative Code. On August 21, 1997, Ms. Amie advised

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Staff that she did not wish to pursue an informal conference, but preferred to settle the case with FPL. She advised Staff that she would discuss the matter with her husband and call back.

On August 27, 1997, Mr. Amie called staff and offered a payment arrangement in addition to his regular monthly bill. This information was given to Ms. Lucas of FPL. On September 9, 1997, FPL agreed to accept the customer's payment arrangement offer. The customer was contacted and advised that the arrangement had been accepted by FPL.

On October 27, 1997, Mr. Amie called Consumer Affairs and advised that he had changed his mind about the settlement arrangement and again wanted to schedule an informal conference. The conference was held on December 5, 1997, via video conference. Mrs. Amie did not attend due to family illness. As Mrs. Amie is the customer of record, there was discussion with respect to whether to reschedule. Mr. Amie said that he had the authority to make decisions on the electric account and the attorney for FPL agreed to hold the conference.

A proposal was put forth that the customer would pay \$3,000.00 up front in a lump sum payment and then pay \$100.00 each month thereafter, in addition to the customer's current bill. Mr. Amie agreed to try to obtain a home equity loan to pay the downpayment of \$3000.00 and to pay \$100.00 each month in addition to his current bill. FPL agreed to accept a promissory note from the customer. A tentative settlement agreement was reached between the parties. On January 12, 1998, Staff was advised that the Settlement Agreement had not been signed. Staff then opened this docket and began to prepare a recommendation on the merits of the complaint.

On February 5, 1998, Staff was informed that FPL and Shirley B. Amie had reached an agreement and that it would be forwarded to the Commission. A Settlement Agreement signed by both FPL and Shirley B. Amie was received by the Commission on February 12, 1998. A copy of the Settlement Agreement is attached to this recommendation as Attachment A.

The Settlement Agreement establishes the settlement amount as \$5,761.21. The Settlement Agreement provides for an initial payment of \$1,500.00 by the customer on or before March 20, 1998. Thereafter, the customer will pay \$150.00 per month toward the outstanding balance, in addition to the current charges. In the event of default, the entire unpaid balance becomes due and payable. Staff believes that the Settlement Agreement comports with the requirements of Rule 25-22.032(11), Florida Administrative

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Code. Staff recommends the Settlement Agreement be approved.

ISSUE 2: Should this docket be closed?

RECOMMENDATION: Yes.

STAFF ANALYSIS: With the entry of the final order, no further Commission action will be required. Therefore, this docket should be closed.



SETTLEMENT AGREEMENT

In Re: Complaint of Shirley B. Amie
against Florida Power & Light
Company

PSC Complaint No. 1759861
Docket No. 980078

THIS AGREEMENT is between Florida Power & Light Company (referred to as "FPL"), and Shirley B. Amie (referred to as "Customer").

FPL asserts a claim against Customer, based on the following facts and consideration: FPL backbilled the Customer in the amount of \$5,761.21 for unmetered electric usage and/or investigation charges at 4920 NW 24 Ct., Miami, FL. The backbilling covered the period from July 1, 1991 through March 31, 1997.

Customer disputes the amount of the backbilling.

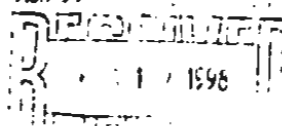
Both Parties to this Agreement wish to reach a full and final settlement of the backbilling dispute set forth above.

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 \$5,761.21 (referred to as "Settlement Amount"), as follows:

Initial payment of \$1,500.00 on or before March 20, 1998 and \$150.00 per month due on or before the "New Charges Past Due" date indicated on Customer's regular monthly bills from FPL commencing with the April, 1998 monthly bill and continuing monthly thereafter until the total sum is paid in full. In the event the Customer defaults on any payment, the entire unpaid balance of the settlement amount 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. The Customer and her husband, Chuckwuyem Amie, further agree to sign a promissory note and mortgage in favor of FPL encumbering the property at 4920 NW 24 Court, Miami, Florida. The Customer shall pay by cashier's or certified check all fees and documentary stamp taxes associated with the recording of the mortgage.

2. The parties agree that a satisfactory resolution regarding PSC Complaint No. 1759861 has been reached and understand that the settlement is binding on



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both parties and that the parties waive any right to further review or action.

Dated 2-9-98, 1998.

Customer:

Florida Power & Light Company

By: Shirley B. Amie
Shirley B. Amie

By: Clara MacVicar
Clara MacVicar

By: Chuckwuyem Amie
Chuckwuyem Amie

Title: Revenue Recovery Specialist

~~Florida Public Service Commission~~

By: ~~Kate Smith~~

Title: ~~Regulatory Specialist III~~