

MEMORANDUM

March 30, 1998

RECEIVED

MAR 30 1998

FPSC Records Section

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (CRUZ-BUSTILLO) <sup>IEB RUE</sup>

RE: DOCKET NO. 980078-~~BU~~ <sup>EI</sup> - COMPLAINT BY SHIRLEY B. AMIE  
AGAINST FLORIDA POWER & LIGHT COMPANY REGARDING  
BACKBILLING FOR ALLEGED POWER DIVERSION.

PSC-98-0467-AS-EZ

Attached is an ORDER APPROVING SETTLEMENT AGREEMENT, to be issued in the above referenced docket. (Number of pages in order - 4)

JCB/anr

Attachment

cc: Division of Electric and Gas (D. Ging)  
Division of consumer Affairs (K. Smith)

I: 980078.ord

Attachment not on-line

See 2

2 ~~lets~~ envelopes

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Shirley B. Amie against Florida Power & Light Company regarding backbilling for alleged power diversion.

DOCKET NO. 980078-EI  
ORDER NO. PSC-98-0467-AS-EI  
ISSUED: March 31, 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 June 17, 1997, Ms. Shirley B. Amie called the Public Service Commission, Division of Consumer Affairs (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 Commission 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 Staff that she did not wish to pursue an informal conference, and 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 the Commission and offered a payment arrangement in addition to his regular monthly bill. This proposal was forwarded 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.

DOCUMENT NUMBER DATE

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On October 27, 1997, Mr. Amie called Consumer Affairs and advised them 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. Because Mrs. Amie is the customer of record, there was discussion with respect to whether to reschedule the conference. 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, the Commission was advised that the Settlement Agreement had not been signed. A docket was opened to make a decision concerning 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.

The Settlement Agreement established the settlement amount as \$5,761.21. The Settlement Agreement provided 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. We find that the Settlement Agreement comports with the requirements of Rule 25-22.032(11), Florida Administrative Code. Accordingly, we find that the Settlement Agreement should be approved.

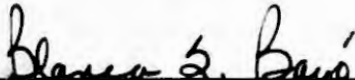
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the attached Settlement Agreement is hereby approved. It is further

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ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 31st  
day of March, 1998.

  
\_\_\_\_\_  
BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

JCB

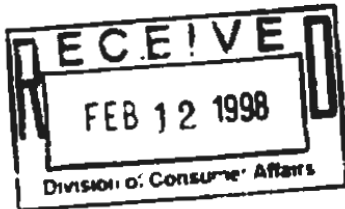
NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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.

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

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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 **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: Bob Smith~~

~~Title: Regulatory Specialist III~~