





(305) 552-4657



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Division of Consumer Affairs

FEDERAL EXPRESS

Beverlee DeMello, Director
Division of Consumer Affairs
FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Complaint of Thomas W. Hart "gainst Florida Power & Light Company FPSC Docket No. 970047-EI

Dear Ms. DeMello:

Pursuant to Rule 25-22.032 (11) enclosed for filing please find the original fully executed Settlement Agreement for the above referenced matter.

ACK	
AFA.	-
APP	
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CMU	RES:bb
CTR	- Enclosure
EAG	<u>cç:</u> Jeremy Koss, Esq.
LEG	Grace Jaye, Esq.
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OTH	an FPL Group company

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Robert E. Stone Attorney	MAIL KO. I	MAY -6 AM	
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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

In Re: Complaint of Thomas W. Hart against Florida Power & Light Company

FPSC Docket No. 970047-EI

THIS AGREEMENT is between Florida Power & Light Company (referred to as "FPL"), and Thomas W. Hart (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 \$9,327.01 for unmetered electric usage and/or investigation charges at 301 NE 5th Court, Dania, FL 33004. The backbilling covered the period from June 21, 1990 through May 13, 1996. Customer has disputed 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:

- Customer agrees to pay FPL the total sum of \$4,621.70 (referred to as "Settlement Amount"), as follows:
 - \$ 400.00 per month due on or before the "New Charges Past Due" date indicated on Customer's regular monthly bills from FPL commencing with the Msy, 1995 monthly bill and continuing monthly thereafter until the total sum of the Settlement Amount is paid in full. The late payment charge of 1.5% per month on the unpaid balance of the Settlement Amount is waived as long as the Customer does not default on the monthly payments. In the event the Customer defaults on any payment, the entire unpaid balance of the Settlement Amount shall be immediately due and payable, the late payment charge shall then accrue, and FPL may proceed with immediate disconnection of electric service in accordance with its approved tariff and the rules of the Floride Public Service Commission. The Customer understands these payments are in addition to Customer's regular monthly bills from FPL.
- The parties agree to bear their own attorneys' fees and costs in this proceeding and in DOAH Case No. 97-1850.
- The Parties agree that a satisfactory resolution regarding FPSC Docket No. 970947-El 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 by the Florida Public Service Commission.

Dated 4/22/48 1998

Florida Power & Light Company

Thomse W Har

Title

Robert E. Stone, Attorney for

Florida Power & Light Company

Yoss, Attorney for