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COMMISSION
CLERK

November 8, 2002

HAND DELIVERED

Kay Flynn
Chief, Bureau of Records and Hearing Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 021051-EI - Complaint of The Links Homeowners Association, Inc. against Tampa Electric Company, request for investigation, and request for determination that The Links is not responsible for monies TECO claims are due and owing.

Dear Ms. Flynn,

We have been asked to respond on behalf of Tampa Electric Company to the above referenced complaint. Tampa Electric is seeking to recover \$8,874.19 from The Links Homeowners Association (the "Association") for lighting services it received from March 3, 1999 through October 1, 2001. This amount includes \$6,311.72 for lighting service from March 3, 1999 to February 23, 2001 that originally was billed incorrectly to Bristol Green; \$1,984.97 for lighting service from February 23, 2001 to October 1, 2001 billed directly to The Links; and \$577.50 for late fees.

AUS _____ In 1996, Tampa Electric installed 15 lights for the subdivision then named
CAF _____ "Bloomingdale AA/GG Unit 3 Phase 2", The Links. The billing account for the
CMP _____ lights was set up under the name of Brandon Properties Partners, Ltd.
COM _____
CTR _____
ECR _____ On March 2, 1999, Kay Mills, a contact at Rizzetta & Company, the developer's
GCL _____ property management company, requested that the name on the account be
OPC _____ changed to Bristol Green, a neighboring subdivision within the same large
MMS _____ Bloomingdale development - although the billing address remained the same.
SEC _____
OTH _____ As a result, Bristol Green residents paid for the 15 lights that are geographically
located in The Links subdivision through their own homeowners association
assessments until the discrepancy was identified by a Bristol Green resident.

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

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On April 4, 2001, Tampa Electric refunded \$6,311.72 to Bristol Green to cover the amount it paid for the lighting service of the 15 lights in question from March 1999 to February 2001. Tampa Electric then billed the Association on March 28, 2001 for \$6,599.25 that included the adjustment for the lighting service the subdivision received, but for which it did not pay, and the first month's charge for lighting service under a billing account going forward.

Questioning the charges, Dee Anne King, property manager for the Association, contacted Tampa Electric in early April 2001 after receiving the bill. After the charges were explained, Ms. King indicated that the Association did not have this amount budgeted and had no money to pay. Later, Ms. King's supervisor called and credit arrangements were offered by Tampa Electric for the amount in question which he accepted. Those arrangements were for the Association to start paying their monthly bills going forward plus \$525 per month for the amount in arrears until it was paid off.

Ms. King spoke with at least two representatives from Tampa Electric on several occasions. Although credit arrangements were made, the Association did not pay as arranged for its previous lighting service (March 1999 to February 2001) nor were payments made for the on-going service for the 15 lights (February 2001 to October 2001). Hillsborough County established a special taxing district for the lights in question that took over paying the cost as of October 1, 2001 and has been paying the ongoing lighting costs ever since.

In mid-January 2002, Tampa Electric turned over the unpaid account to a collection agency. This unpaid amount is a fixed amount for February 23, 1999 through October 1, 2001.

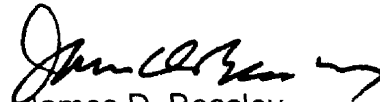
The Association's complaint has attached to it correspondence dated August 23, 2002 and September 25, 2002 to Tampa Electric from their legal representative. That correspondence was sent to Tampa Electric's physical address, not to its mailing address. Additionally, it was not addressed by name to either of the company representatives that had been previously contacted. Because Tampa Electric has no record of receipt of these correspondences, there was no opportunity to respond to the Association or their legal representative.

Tampa Electric acted in good faith at the direction of the developer to establish the billing for the lighting service. Once the billing discrepancy was identified, Tampa Electric made every effort to correct the billing discrepancy and to have the appropriate party pay for the services it received. Additionally, arrangements were offered to the Association for the amounts to be paid over an extended period of time. However, when no efforts were made by the Association to pay the past or current billings for their lighting service, the billing was sent to a collection agency for restitution.

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Tampa Electric has an obligation to its general body of ratepayers to insure that all who receive electric service pay for those services. That is all the company has attempted to do in this matter and its actions have been reasonable.

Respectfully,



James D. Beasley

JDB/pp

cc: Steven H. Mezer
Angela L. Llewellyn