



Public Service Commission  
-M-E-M-O-R-A-N-D-U-M-

**DATE:** January 24, 2003  
**TO:** Division of the Commission Clerk and Administrative Services  
**FROM:** Ralph R. Jaeger - Economic Regulation Section - Office of the General Counsel  
**RE:** Docket No. 021248-EI - Complaint Against Florida Power & Light Company for Allegedly Being Misinformed and Mistreated by Company Employees and for Improper Use of His Land Without a Legally Recorded Easement, by Robert Shuhi.

RECEIVED - FPSC  
03 JAN 27 AM 11:32  
COMMISSION CLERK

Please place the attached documents in the docket file. The attached documents are identified as:

1. Letter dated August 13, 2001, from Mr. Durbin to Mr. Shuhi, with attachments;
2. Letter dated September 24, 2001, from Mr. Durbin to Mr. Shuhi, with attachments;
3. Letter dated November 27, 2001, from Mr. Shuhi to Mr. Shreve, with numerous attachments (to include other correspondence, e-mails, plats of subdivision, certified surveys, and photographs);
4. Cover letter dated March 30, 2002, from Mr. Shuhi to Mr. Shreve, with attached complaint letter also dated March 30, 2002;
5. Memorandum dated June 3, 2002, from Ms. DeMello to Mr. Devlin transmitting Complaint File No. 447560E, Complaint of Robert Shuhi against Florida Power & Light Co., (FPL);
6. Letter dated July 30, 2002, from Mr. Lee to Mr. Shuhi, with attached FPL response; and
7. Letter dated August 23, 2002, from Mr. Shuhi to Division of Consumer Affairs disagreeing with conclusions set forth in Lee's July 30, 2002 letter.

RRJ/jb

cc: Division of Consumer Affairs (Plescow)  
Division of Economic Regulation (Kummer)

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DOCUMENT NUMBER-DATE

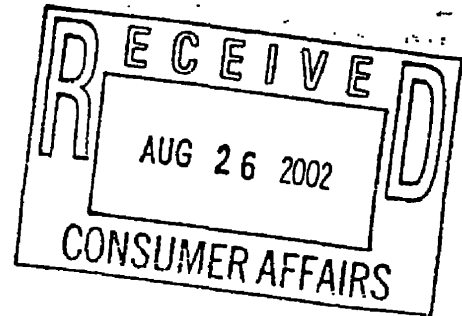
00820 JAN 27 03

FPSC-COMMISSION CLERK

**Robert P. Shuhi**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: (561) 733-1588**  
**e-mail: bob shuhi@homail.com**

23 August 2002

Division of Consumer Affairs  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0865



RE: Case No: 447560E

To Whom It May Concern:

*I disagree with the opinion expressed by the Florida Public Service Commission's (hereinafter referred to as FPSC) attorney, Adrienne Vining and Daniel Lee, Engineer, Bureau of Electric Reliability in the above referenced complaint. Pursuant to FPSC Rule 25-22.032(8), I request an informal conference on my complaint.*

*There are a number of misstatements and omissions in Mr. Lee's and Ms. Vining's responses to me dated 30 July 2002. I am respectfully requesting **documentation** for all of Mr. Lee's and Ms. Vining's responses to me. Other than sending me copies of **some** of the documentation I provided to them, they provided **no** support for any of FPL's responses except "FPL says."*

*Also, I respectfully request that Florida Power & Light (hereinafter referred to as FPL) provide me with their **documentation** for their responses, not just "FPL says."*

*Overall, I found the FPSC's response to me to be distorted in favor of FPL with no consideration given to my documentation. In addition, Mr. Lee's middle paragraph on his first page is nothing but a propaganda response for FPL. I thought an investigation by the FPSC was supposed to be fair and unbiased. No where in his investigation does he address the **fact** that FPL had an **existing** easement **before** they used my property. Also, no where in my complaint do I "desire to see disciplinary actions against all the FPL employees" that I believe were unprofessional. If that were the case, I would name more employees in the Boynton Beach office.*

Division of Consumer Affairs

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*In the following paragraphs, I will address some of Mr. Lee's and Ms. Vining's responses and inaccuracies.*

*In my complaint dated 30 March 2002, I claimed that FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way). To **document** my claim, I provided the FPSC with a copy of an April 1988 Plat of Citrus Tail, a P.U.D., showing a recorded utility easement to provide service to my development. That easement is the agreement between the developer and FPL for the location of "rendering of service." The FPSC **omitted** this from their response.*

*FPL placed their equipment, on what later became my property in 1989. Clearly, FPL did not need to exercise their tariff and use my property for "rendering of service" because they had an **existing** easement. This is a **false** statement FPL provided to the FPSC. This **existing** easement is the **same** recorded easement that FPL used **this year** to install new underground service. Why is FPL using this easement 14 years after they recorded it in 1988 and after the development is fully built out? I may be wrong but, I would believe it is much more expensive to install new service in a fully developed area today than it would have been to install service in an undeveloped area in the first 14 years ago. The FPSC is allowing FPL to bury their mistakes and have consumers pick up the tab.*

*FPL "maintains that the developer of Citrus Glen gave FPL permission to build the line in question on your property, and that the property as purchased by you with full knowledge of the presence of the overhead facilities." If FPL has the developer's permission, I want that documentation. The FPSC and FPL have said that FPL has not been able to locate that documentation. They have been searching for this documentation for over a year and a half. Why isn't FPL required to provide documentation to support their statements and how come the FPSC accepts "FPL says" as an adequate response?*

*FPL states "the property was purchased by you with full knowledge of the presence of the overhead facilities." Yes, it was visible but, I **did object** and I did ask FPL to remove that equipment. The letter to me from FPL's Mr. Austin, which I **provided** to the FPSC, states that FPL's "structure is located within a legal utility easement." That statement is, without a doubt, **wrong**. FPL's response is that "Mr. Austin no longer works for FPL, so FPL cannot recreate the information Mr. Austin had at that time."*

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*Wasn't Mr. Austin an agent for FPL and isn't FPL required to keep documentation to support their work? And why is it that because "Mr. Austin no longer works for FPL" that the FPSC accepts "FPL says" as an acceptable response with no further investigation?*

*While I'm on this subject of employees no longer employed or possibly around, how come it has taken the FPSC almost four months to respond to my complaint with nothing but "FPL says" as responses to my complaint. Is the FPSC buying time for FPL to promote, transfer, retire, or remove employees so FPL can continue to have the excuse that "FPL cannot recreate the information?" Of the employees that I mentioned in my letter to Mr. Rodrigue (see below), I wonder who has been promoted or in the process of being promoted. I would be willing to bet the answer to that question is everybody but Harry, the low man on the totem pole.*

*The "additional questions from the FPSC" on the FPSC "response comments" sheet are interesting, to say the least. If this is Mr. Lee's attempt to recreate questions I posed to him, his attempt is lacking, at best.*

*Here is my review of these "response comments" sheets:*

- 1. I did not ask that "all employees at fault have been punished." In response to a letter from Mr. Rodrigue, I wrote back to him that he intentionally mentioned only one employee when I specifically mentioned four employees. Those employees are mentioned below.*
- 2. "He questioned why FPL needed the proposed easement..." Of course I questioned it. I had a contract on this property in September 1991. No one from FPL approached me to consent to an easement on my property. In FPL's response to this question they suggest that "any reasonable inspection of the property would have indicated the presence of the FPL facilities." That is correct. I inspected, I noticed the equipment, and I objected (Please refer back to Mr. Austin's response to me.). And since FPL wants to address "reasonable," isn't it reasonable that a major utility (FPL) would know and verify where they have an easement before they place equipment on any property? This is the major issue of my complaint which the FPSC and FPL have refused to address. **Why did FPL place equipment on my property in 1989 when they had an existing easement recorded in 1988?***

3. *"Since the proposed easement ..."* In addition to my response in number two above, why is FPL now using the **1988** easement when they did not use this easement in **1989**? Also, FPL introduces the "reliability reason" for relocating their service. I want to see those records on "reliability." Why didn't the FPSC request them? I would venture a guess that the majority reason for power outage in my section of my subdivision is directly related to the power poles on my property. That is what I refer to as misleading information.

*On the "response comments" sheet that follows, Mr. Rodrigue said he made several attempts to contact me. He did. After his call on 3 May, I returned his call and left a message on his voice mail. Where is that on the "response comments" sheet? I did not return his 9 May call because of his 29 April 2002 letter. I do not feel the need to continue speaking with someone who shows me they will intentionally misstate my comments. The four names I specifically mentioned to Mr. Rodrigue are Harry (the field worker), Rob Baker (his supervisor), Max Macon (Mr. Sardinias' lead. By the way, Mr. Sardinias is the only FPL employee who gave me fair and honest treatment.), and Jose Ramos (Planning Supervisor). The only comment I made to Mr. Rodrigue is: "I do not understand why you chose to ignore every one but Harry." I made that comment because Mr. Rodrigue omitted everyone but Harry in his letter to me, not because I wanted to dictate to FPL which employees should be disciplined nor how should they be disciplined.*

*FPL's comments that follow this section are a repeat of the issues I addressed above and continued to go unaddressed and unanswered by the FPSC.*

*Every question you see in this letter is questions that I posed to Mr. Lee in my telephone conversations with him. These are all questions I would have addressed in a "reasonable" investigation.*

*Also, I am providing you a list of the **documentation** I provided to the Office of Public Council which was forwarded to Mr. Lee. That list of documentation is:*

1. *April 1988 Plat of Citrus Trail, A P.U.D. showing a recorded utility easement to provide service to my development (The equipment was placed on this property in 1989 "in compliance with authority granted under FPL Tariff Sheet 6.020, Section 2.9.")*

23 August 2002

2. April 1992 FPL letter stating that the equipment on my property is in a legal utility easement (I closed on my purchase of this property in May 1992)
3. April 1992 certified survey showing neither legal easement nor proposed easement on my property (This certified survey shows the utility easement on the lot next to mine.)
4. May 1992 certified survey showing a "proposed" FPL easement on my property (Why was this easement proposed by FPL?)
5. June 2001 FPL letter to everyone in my subdivision citing a false and misleading statement about the project to remove their equipment from my property
6. July 2001 FPL letter to me acknowledging that they do not have an easement across the back of my property
7. FPL's response to the FPSC (Their work is still not complete.)

I am extremely disappointed in the lack of objectivity displayed by the FPSC. I have filed two complaints against FPL regarding their equipment on my property. Both complaints have been handled in the same incomplete, biased, and unprofessional manner. In the FPSC's response to my first complaint, I was not even given the option of requesting an informal conference. Why is that?

In my opinion, the FPSC is not an objective agency to protect Florida's consumers; it is a mouth piece for whatever FPL wants them to say. As you can see throughout my letter, the majority response accepted by the FPSC from FPL is "**FPL says.**" I would appreciate seeing the FPSC's and FPL's **documentation** that would prove me wrong.

Sincerely,



Robert Shuhi

cc: Governor Jeb Bush  
Senator Ron Klein  
Rep. William F. Andrews  
Jack Shreve, Office of Public Counsel  
Lew Hey, Chairman, Florida Power & Light

STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI  
RUDOLPH "RUDY" BRADLEY



TIMOTHY DEVLIN, DIRECTOR  
DIVISION OF ECONOMIC REGULATION  
(850) 413-6900

Public Service Commission

July 30, 2002

Mr. Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33136

Re: Case No. 447560E

Dear Mr. Shuhi:

This is in response to the above referenced complaint concerning Florida Power & Light (FPL). The review is based on FPL's response and your input which includes your letter to the Public Service Commission (PSC) dated March 30, 2002. FPL's response to your complaint is enclosed with this letter.

Customer input is very valuable in helping the PSC to gauge the service quality provided by utilities. Your complaint regarding the way FPL handled your concerns is of importance to the PSC. Since you filed your first complaint with the PSC in 2001, FPL has taken several actions to address your concerns: FPL has installed a new underground feed in a recorded easement to serve your property; FPL offered to remove the existing facilities not in the platted easements on your property and to replace/restore any landscaping or fences that may be damaged as the result of their removal; and, FPL has acknowledged the need for employee retraining in order to improve FPL's customer satisfaction. In regard to your desire to see disciplinary actions against all the FPL employees that you believe were unprofessional in handling your case, it is generally left to the discretion of FPL management to take that course of action with its employees. The PSC tracks complaints as an indicator for service quality, which is always an issue in a rate case and may be at issue in other proceedings. As a result, the company is held accountable for its performance.

Regarding specific issues detailed in your complaint, the following is the response provided by PSC Attorney Adrienne Vining. The response is based on input from you and FPL. Each of the issues in your complaint will be addressed in turn, as well as the remedies you seek.

Mr. Robert P. Shuhi  
Page 2  
July 30, 2002

First, you claim that "FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way)." Section 2.9 (Right of Way) states: "The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company are necessary for the rendering of service to the Customer." In response, FPL maintains that the developer of Citrus Glen gave FPL permission to build the line in question on your property, and that the property was purchased by you with full knowledge of the presence of the overhead facilities.

In addition, FPL claims that it intended to obtain a written easement; but, at this time, the easement document cannot be located. The facilities in question were necessary for the rendering of service, and the original siting of the overhead facilities was agreed upon between FPL and the developer of Citrus Glen. In such circumstances, the PSC generally does not question whether or not a better location should have been considered. Based on the above information, FPL did not abuse the authority granted to it under Section 2.9 of Tariff Sheet 6.020. The PSC does not have the authority to determine whether or not FPL has a proper utility easement or prescriptive rights to your property. The determination of property rights is a judicial function within the jurisdiction of the Circuit Court, pursuant to the Florida Constitution, Article V, Section 5(b).

Next, you claim that "FPL knowingly and intentionally provided false and misleading information to the FPSC, my subdivision, and me." FPL responds that the information provided to all of those listed was based on current records and to the best of FPL's knowledge. Further, FPL states that the information was not provided with any intent to mislead or knowingly provide wrong information. FPL does acknowledge that the letter dated April 24, 1992, from Mr. Austin states that FPL had a legal utility easement; however, Mr. Austin no longer works for FPL, so FPL cannot recreate the information Mr. Austin had at that time. After reviewing the entire PSC complaint file, as well as the information you submitted to the Office of Public Counsel (OPC), we could find no evidence to substantiate your claim that FPL knowingly and intentionally provided false information to you, your subdivision, or the PSC.

Finally, you are seeking four separate remedies to your complaint. First, you would like a "FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property." FPL states that the system improvement letter sent in June 2001 to all of its customers in your subdivision did not mention an access problem nor did it state that interruptions in service occurred because of equipment failure on your property. Also, FPL sent a letter to you on April 29, 2002, apologizing for any inconveniences or lack of professionalism displayed by FPL employees over the years. As a result, FPL claims it is not necessary to prepare an apology letter to your subdivision. We could find no evidence in either the PSC's complaint file or the information provided by you to OPC that substantiates any of your reasons for seeking an apology letter from FPL.



Mr. Robert P. Shuhi  
Page 3  
July 30, 2002

Second, you request the "restoration of all my palm trees under the FPL power lines to full and complete health." FPL indicates that Mr. Rodrigue proposed a meeting between you and a FPL arborist to inspect the palms and formulate a restoration plan; however, FPL states that you refused to meet to discuss the palms until all of your remedies had been met. FPL appears to have been responsive to your request. As such, there is nothing the PSC can do if you refuse to meet with FPL to discuss the palm trees on your property.

Third, you would like "compensation from FPL for almost ten years of FPL knowingly, intentionally, and wrongfully using my property." FPL responds that Citrus Glen gave FPL permission to be on your property; therefore, FPL believes compensation is not applicable. As stated previously, the proper forum for a determination of property rights is Circuit Court, not the PSC. In addition, the PSC does not have the authority to award damages or to reimburse a party for its losses. See Florida Power & Light Company v. Glazer, 671 So. 2d 211 (Fla. 3d DCA 1996). As a result, the PSC does not have the authority to grant the remedy you seek.

Fourth, you ask for "FPL to remove all of their equipment from above and below ground on my property." In response, FPL states that it is eager and willing to remove all overhead equipment from your property; however, FPL is waiting for you to grant it permission to enter your property in order to remove the de-energized overhead lines. FPL claims that you have refused to allow FPL to remove the facilities on your land pending the resolution of all your issues with FPL. Again, because FPL appears to be ready and willing to accommodate your request, there is nothing the PSC can do if you refuse to allow FPL access to your property in order to remove the de-energized overhead lines.

This letter represents an informal opinion and is non-binding on the Commission. If you disagree with this opinion, you can request an informal conference, pursuant to Rule 25-22.032(8), Florida Administrative Code. The request must be in writing and filed with the Commission's Division of Consumer Affairs, at the address listed on the first page of this letter, within thirty (30) days from the date of this letter.

If you have any questions, do not hesitate to contact me at (850) 413-6836, or Adrienne Vining at (850) 413-6183.

Sincerely,



Daniel Lee  
Engineer  
Bureau of Electric Reliability

DL:kb  
Enclosure

cc: Division of Consumer Affairs (DeMello, Lowery)  
Office of General Counsel (Helton, Vining)  
Office of Public Counsel  
Florida Power & Light Company


**Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

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<b>FPSC Log:</b>	447560E	<b>Received From:</b>	Angie
<b>Account #:</b>	43078-11200	<b>Response Type:</b>	Supplemental 1

**Response Comments:**

FPL's response to the additional questions from the FPSC are as follows:

1. *"Mr. Shuhi stated he was misinformed and mistreated by FPL in the last 10 years and not all employees at fault have been punished".*

The management of FPL decides the course of action to be taken with its employees. This issue of punishing employees is not relevant to the main issue of this customer's perception that FPL wrongfully kept FPL facilities on his property.

2. *"He questioned why FPL needed the proposed easement which appeared in the 10/9/91 survey and why he was not informed when he purchased the property afterwards".*

The need for the easement was due to the original overhead line being installed to serve this lot and this development. The property was purchased already encumbered with the electric facilities and any reasonable inspection of the property would have indicated the presence of the FPL facilities. Therefore, the property owner did have notice of the facilities on the property at the time of purchase. FPL does not participate in real estate transactions between customers.

3. *"Since the proposed easement was not legally recorded, does FPL have the right to use his property under Section 2.9 of Tariff Sheet 6.020"?*

FPL's position is that we do have the right. In addition, for reliability reasons, FPL re-routed the feed for this subdivision to another route. The new underground feed was installed in an existing easement in July 2001. FPL is willing to remove 2 poles, wire, and underground cable on Mr. Shuhi's property, but he has refused to give permission.

**Approval Signature:** Marta March for Ramon Ferrer  
**Approver's Title:** Power Systems Analyst  
**Date of Approval:** 07/08/2002


**Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

<b>FPSC Log:</b>	447560E	<b>Received From:</b>	Angie
<b>Account #:</b>	43078-11200	<b>Response Type:</b>	Final

*Total Pages 17*

**Response Comments:**

A response was submitted to the FPSC on April 24, 2002 stating that Mrs. Blanca Nodar, Power Systems Coordinator was attempting to speak with Mr. Shuhi to possibly arrange a meeting with the Area Manager, Kenny Rodrigue and the customer.

Mr. Rodrigue was able to speak with Mr. Shuhi on April 29, 2002. During this meeting, the customer's concerns were addressed and have been detailed below. FPL is willing to accommodate most of the customer's remedies. The customer advised Mr. Rodrigue that unless FPL satisfies all of his requests, he will not accept any one in particular. However, he did state that he would think it over. Mr. Rodrigue has made several attempts to contact Mr. Shuhi. He left a message for him on May 3, and again on May 9, but has not heard from Mr. Shuhi.

FPL's response to the issues raised in Mr. Shuhi's letter dated March 30, 2002 are as follows:

1. *"FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way)".*

The developer of Citrus Glen gave FPL permission to build the line in question on Mr. Shuhi's property. From a surveying document (attachment 1), it is evident that FPL had an intent to obtain a written easement. At this time, the easement document cannot be located. In FPL's opinion, there was no abuse of authority.

Section 2.9 Right of Way states:

The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company are necessary for the rendering of service to the Customer.

ORIGINAL

Shuhi  
447560E  
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2. *"FPL knowingly and intentionally provided false and misleading information to the FPSC, my subdivision, and me".*

The information provided to the customer, the FPSC, and the subdivision was provided based on the current records and to the best of FPL's knowledge. Information was in no way provided to any of the entities mentioned above with an intent to mislead or knowingly provide wrong information.

Mr. Austin's letter dated April 24, 1992, (attachment 2) did in fact state that FPL had a legal utility easement, however, since Mr. Austin is no longer an FPL employee, we cannot recreate the information Mr. Austin had at that time.

FPL's response to the remedies the customer seeks are as follows:

1. *"A FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property".*

A letter was sent to Mr. Shuhi on April 29, 2002, apologizing for any inconveniences or lack of professionalism displayed by FPL employees throughout the years (attachment 3). In June, 2001 FPL mailed a system improvement letter to the customers in Mr. Shuhi's subdivision. This letter stated that a project was underway which involved the replacement and/or reinforcement of underground power cables in the area. This letter did not mention an access problem nor did it state that interruptions in service had resulted because of equipment failure on Mr. Shuhi's property. Therefore, FPL does not deem it necessary to prepare an apology letter to Mr. Shuhi's subdivision. This letter is also attached. (attachment 4)

2. *"Restoration of all my palm trees under the FPL power lines to full and complete health".*

Mr. Rodrigue proposed a meeting between the customer and an FPL arborist in an effort to inspect the palm trees and subsequently provide the customer with an acceptable restoration plan. Mr. Shuhi refused to meet with anyone until all of his remedies have been met including compensation.

3. *"Compensation from FPL for almost ten years of FPL knowingly, intentionally, and wrongfully using my property".*

In FPL's opinion, as stated above in #1 of the customer's issues, Citrus Glen gave FPL permission to be on the customer's property. Therefore, compensation is not applicable.

ORIGINAL

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Page 3 of 17

4. " FPL to remove all of their equipment from above and below ground on my property".

FPL is eager and willing to remove all overhead and underground equipment from the customer's property. In July, 2001, Mr. Shuhi mailed a letter to Mr. Rodrigue refusing FPL access on his property to remove the overhead service. (attachments 5 & 6). Mr. Jose Ramos, Planning Supervisor, responded by stating that FPL would be de-energizing this line and would await contact from him granting FPL permission to access his property. (attachment 7)

Once again, Mr. Shuhi's position is that all issues have to be resolved, prior to letting FPL remove the facilities on his property.

Every reasonable effort has been made to satisfy the customer's concern. Mr. Shuhi has the telephone numbers for all FPL employees stated above and has been asked to contact any one of them should he wish to discuss any of the above items further.

Also attached are the responses correspondence and closeout letter for complaint 391764E. (attachments 8-14)

It appears FPL is in compliance with FAC. 25.6.094 and FPL Tariff Sheet 6.020, Section 2.9.

**INTERIM RESPONSE #1: 04/24/02 - FINAL RESPONSE: 05/14/02**

Approval Signature:	<u>Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Complaint</u>
Date of Approval:	<u>05/10/2002</u>

ORIGINAL



**DESCRIPTION:**

LOT 140 OF THE PLAT OF CITRUS TRAIL, A P.O. BOX 60, PAGES 128 THROUGH 130 OF THE P. FLORIDA.

CONTAINING .2935ACRE, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. BENCHMARK L&J ELEVATION = 17.743. TO REACH THE BENCHMARK OF LAWRENCE ROAD L&J ROAD FOR 1.85 MILE TO THE BRG IS A PALM BEACH COUNTY ALUMINUM DISK SET WITHIN OVER LATERAL #30.
2. BEARING DATA: THE CENTERLINE OF L&J NORTH 82° 01' 37" EAST AS SHOWN IN SAID ALL BEARINGS SHOWN HEREON ARE RELATIVE

**SURVEYOR'S CERTIFICATE:**

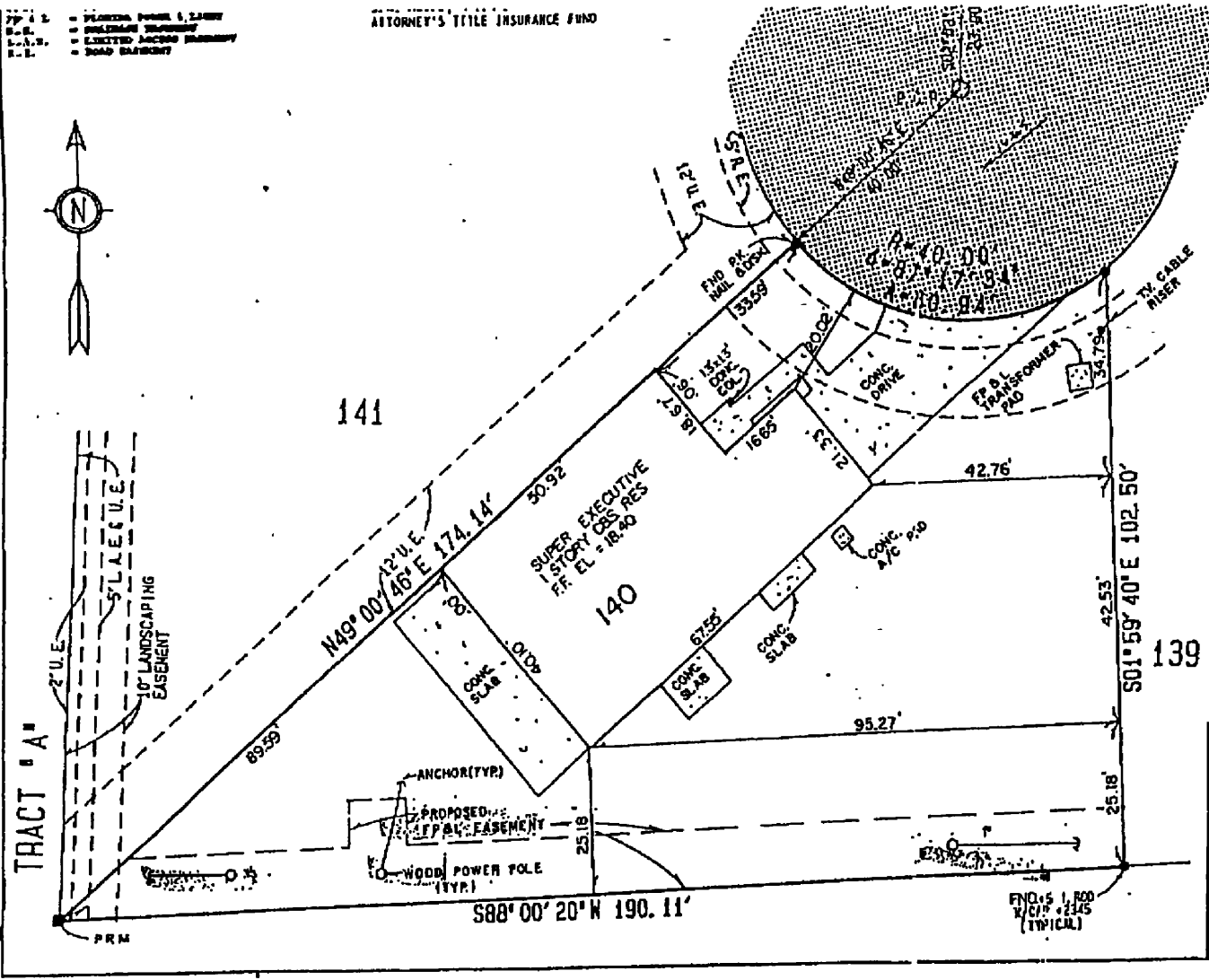
I HEREBY CERTIFY THAT THE BOUNDARY IS CORRECT REPRESENTATION OF THE LAND AS DE TIE-IN OF THE BUILDING AND IMPROVEMENT SURVEY WAS MADE UNDER MY RESPONSIBILITY. ACCURATE TO THE BEST OF MY KNOWLEDGE & APPARENT ENCROACHMENTS, EXCEPT AS SHOWN THE MINIMUM TECHNICAL STANDARDS SET FORT THE FLORIDA BOARD OF LAND SURVEYORS, FLORIDA STATUTES.

DATE: 10/9/91  
 SURVEYOR: [Signature]  
 TITLE: [Signature]

F. R. S. & ASS LAND SURVEYORS AND L 901 NORTHPOINT PARKW WEST PALM BEACH, FLORIDA 33	
SCALE: 1" = 20'	APPROVED BY: F. I.
DATE: 10/9/91	PG.
BOUNDARY SURVEY OF LOT DESCRIBED HEREON SHOWIN FINAL TIE-IN OF IMPROVE FOR: CITRUS GLEN LIMITED PART	

ATTORNEY'S TITLE INSURANCE FUND

- PLANTER PINK 6, 2, 1, 1, 1
- BENCH MARK
- EXISTING IMPROVEMENT
- EXISTING IMPROVEMENT
- ROAD CENTERLINE



ORIGINAL

447560E  
 Attach memo.

441560E  
Attachment 2



9329 S. Military Trail  
Boynton, FL 33436

April 24, 1992

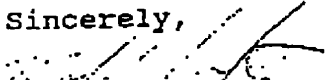
Mr. Robert Shuhi  
1101 N. Congress Av.  
Boynton Beach, Fla. 33426

Dear Mr. Shuhi,

This letter is to inform all interested parties that an overhead power line which exist behind lot 140 in Citrus Glen is a permanent structure and FPL currently has no plans to remove it. However, there are 2 guy wires which support the pole structure which may be shortened from approximately 20' down to approximately 15". Due to the fact that the structure is located within a legal utility easement there will be a charge to perform this work. The cost to perform such work is approximately \$563. This must be paid in advance of any work being performed.

Please feel free to contact me should any further questions arise. Also, please contact me to inform me of your desire to proceed with the above.

Sincerely,

  
Thomas M. Austin  
Distribution Designer  
FPL  
(407) 369-2228

ORIGINAL

447560  
Attachment



April 29, 2002

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

Dear Mr. Shuhi:

I wanted to take the opportunity to thank you for talking with me today. It disappointed me to hear that over the years, FPL employees have not treated you with respect. The one employee you mentioned from last year will be coached so future customers will not be treated in the same manner.

I want to apologize for our employees not treating you with common courtesy and respect. Each one of our customers deserves these as a minimum. We are trying hard to offer good customer service to satisfy and gain the loyalty of our customers. It appears we have failed, up to this point, with you.

As I stated in our telephone conversation, I want to resolve your issues and I hope you will give me that opportunity. FPL, with your permission, will remove the underground and overhead facilities not in the platted easements on your property. We will also restore/replace any landscaping or fences that may be damaged as the result of our removals. I can have our Arborist meet with you and I to inspect your palm trees and discuss what needs to be done to restore them.

I will call you at the end of this week to continue discussing and hopefully resolve all of your issues.

We value you as a customer and look forward to serving you in the future. If you need to contact me, please feel free to call me at (561) 742-2030.

Sincerely,

Kenny J. Rodrigue, PE  
Boca Area Manager  
[Kenny\\_J.Rodrigue@fpl.com](mailto:Kenny_J.Rodrigue@fpl.com)

ORIGINAL

6



SHUHI  
44756  
Attachment 4



Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shuhi:

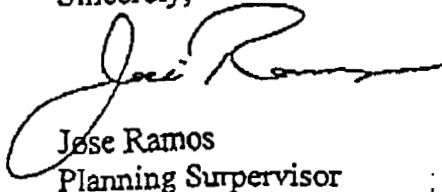
In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.

We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely,

  
Jose Ramos  
Planning Supervisor

ORIGINAL

747563  
Attachment B4

Florida Power & Light Company, P.O. Box 029100, Miami, FL 33102-9100



June 29, 2001

Robert P Shuhi  
226 Citrus Trl  
Boynton Beach FL 33436

Dear Robert P Shuhi:

At FPL, we know how important uninterrupted power is to you and your family. That's why we are continually upgrading and improving our equipment to ensure the delivery of safe and reliable power. For this reason, we have recently initiated a major improvement project in your area which should reduce the potential for future power interruptions.

This work involves the replacement and/or reinforcement of underground power cables in the area, as well as the removal of some overhead facilities. Our contractor is expected to start work within the next several weeks, and we anticipate the project will be completed in approximately six weeks. As this work will involve some digging, please be assured that landscape restoration will be made to all areas affected as quickly as possible.

Our goal is your complete satisfaction and we're doing all we can to earn your trust. That's why we're upgrading our lines and facilities, and investing in advanced technologies that will help minimize power disturbances in the future.

If you have any questions concerning this project, please call Manuel Sardinias at 561-742-2010 and refer to Work Order 7373-04-416. For any other questions concerning your FPL account, please contact Customer Care by calling 800-226-3545.

Sincerely,

Jose Ramos  
Service Planning Supervisor

ORIGINAL

1

447560E  
Attachment # 8

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT.  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
BOYNTON BEACH, FL 33436

**FPSC Log:** 391764E **Received From:** Caf  
**Account #:** 43078-11200 **Response Type:** Final

TOTAL 3 PAGES

**Response Comments:**

On July 17, 2001, Mrs. Blanca Nodar, Power Systems Coordinator, contacted Mr. Shuhi to address his request that FPL remove its facilities from his property. Mrs. Nodar provided her name and telephone number should the customer have any concerns while the investigation was pending.

FPL facilities were installed on the customer's property in approximately 1989 to serve Mr. Shuhi's residence, as well as the rest of the development. The property was purchased already encumbered with the electric facilities and any reasonable inspection of the property would have indicated the presence of the FPL facilities. Therefore, the property owner did have notice of the facilities on the property at the time of purchase.

Because these facilities were installed to provide electric service to the property, the developer, as a condition of electric service, would have given consent to the construction of the facilities on the property. The FPL Tariff (Section 2.9 - Right of Way) requires that "the Customer grant or cause to grant to the Company and without cost to the Company all rights, easements, permits and privileges, which in the opinion of Company are necessary for the rendering of service to the Customer."

A letter was prepared and mailed to Mr. Shuhi on July 18, 2001 by the Service Planning Supervisor, Mr. Jose Ramos (copy attached). In this letter, it was explained how a new underground feed would be installed in the existing easement at 227 Citrus Trail. The customer was informed this work would be completed without FPL having to go on the customer's property. However, FPL would need his permission to go on his property to remove the existing facility which, at that time, would be de-energized.

On July 20, 2001, Mrs. Blanca Nodar and Mr. Jose Ramos held a conference with to Mr. Shuhi providing FPL's position regarding the overhead facilities on his property. At that time, Mr. Shuhi stated that he would not allow FPL on his property to remove the facilities and, furthermore, requested that FPL compensate him for the use of his property. Mr. Shuhi was informed of the tariff (as stated above) that allowed FPL to be on his property and, therefore, compensation of any kind was respectfully denied.

ORIGINAL

44756E  
Attachment #

Robert Shuhl  
391764E  
Page 2 of 3

Locates were completed on July 18, 2001. On Friday, the boring crew began their work and were completed by Tuesday, July 24th. The overhead crews completed their work on July 23, 2001. Cable was pulled and all work was completed by July 30, 2001. The new line is now energized and serving these customers.

On July 23rd, a letter was received by Mr. Ramos from the customer (available at your request) stating he would not give FPL permission to enter his property to remove our lines, poles, etc. The line on the customer's property is currently de-energized and no longer serves FPL any purpose. Since the customer opposes removal, they may remain on his property until he chooses to notify FPL to remove them.

All reasonable attempts have been made to satisfy this customer.

It appears FPL is in compliance with F.A.C. #25-6.094.

FPSC RECEIVED: 07/17/01 - FINAL REPORT: 08/06/01

Approval Signature:	<u>Bella F Pitliuk for Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Coordinator</u>
Date of Approval:	<u>08/03/2001</u>

ORIGINAL

12

#391704E  
Attachment #1  
PAGE 3 of 3

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shuhi:

In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.


We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely,

Jose Ramos  
Planning Supervisor

ORIGINAL

447560E  
Attachment  
#1

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
BOYNTON BEACH, FL 33436

**FPSC Log:** 391764E **Received From:** Caf  
**Account #:** 43078-1120 **Response Type:** Supplemental 1  
0

*TOTAL PAGES 2*

**Response Comments:**

In a letter dated August 23, 2001, Mr. Robert P. Shuhi requested the following information from the FPSC.

1) Why had FPL installed service on his property rather than using a FPL easement?

**Response:** At the time these facilities were installed, an agreement was reached between the property owner/developer and FPL as to the location of the facilities. Therefore, the new owner purchased the property with the existing condition.

2) Documentation of the completed underground work within the easement.

**Response:** As stated in the Final Response to the FPSC, the facilities on Mr. Shuhi's property were de-energized as of July 23, 2001. The completed work mentioned on the response was specific to Mr. Shuhi's request. Additional work is still being conducted in the area to improve the service reliability to the entire subdivision. Mr. Shuhi would not have seen an interruption in service when it was switched from the overhead (on his property) to underground (on the recorded easement). During a conversation with Mrs. Nodar on September 17, 2001, Mr. Shuhi agreed that he would accept the response from FPL to the FPSC as written documentation.

3) Copy of FPL Tariff Sheet 6.040, Section 5.3, Relocation of Company's Facilities has been attached for your review.

**Approval Signature:** Ramon Ferrer  
**Approver's Title:** Power Systems Supervisor  
**Date of Approval:** 09/17/2001

ORIGINAL

447540E  
Attachment # 1

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 6.040  
Cancels Eleventh Revised Sheet No. 6.040

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
  - a) information which satisfies the Company's application requirements for no deposit; or
  - b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - c) a guaranty satisfactory to the Company to secure payment of bills.
- (2) Each guarantor must enter into a guaranty contract set forth as Tariff Sheet No. 9.400 or 9.410. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3.

ORIGINAL

State of Florida



*Bill McNulty*

## Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

### CASE REASSIGNMENT

---

DATE: JUNE 3, 2002  
TO: TIM DEVLIN, DIRECTOR, ECONOMIC REGULATION  
FROM: BEV DEMELLO, DIRECTOR, DIVISION OF CONSUMER AFFAIRS *(BSD)*  
RE: CASE NO. 447560E - ROBERT SHUHI

---

The attached case is being reassigned to:

Division: Economic Regulation

Subject: Florida Power & Light

Reason: The customer is disputing with FPL and is demanding that compensation be made to him for FPL lines on his property. FPL is willing to move the lines, however, now the customer will not allow the removal of the lines until all issues have been addressed including frequent outage issues.

NOTE: THIS IS A CASE REASSIGNMENT. The materials attached are ORIGINAL DOCUMENTS associated with this matter.

Please confirm your receipt of this material by signing the attached copy of this memo.

NOTE: Upon closure of the case, reroute the case originals back to the Division of Consumer Affairs for filing. Thank you.

02 JUN -6 AM 11:25  
ECONOMIC REGULATION

DIVISION OF CONSUMER SERVICE



Request No. 447560E

Name SHUHI ,ROBERT MR.

Business Name

**Consumer Information**

Name: ROBERT P SHUHI

Business Name:

Svc Address: 226 CITRUS TRAIL

County: Dade

Phone: (561)-734-2039

City/Zip: BOYNTON BEACH / 33136-1

Account Number:

Caller's Name: ROBERT P SHUHI

Mailing Address: 226 CITRUS TRAIL

City/Zip: BOYNTON BEACH ,FL 33136-1831

Can Be Reached: (561)-734-2039

E-Tracking Number:

**Florida Public Service  
Commission - Consumer Request  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
850-413-6100**

**Utility Information**

Company Code: EI802

Company: FLORIDA POWER &amp; LIGHT COMPANY

Attn. Roseanne Lucas447560E

Response Needed From Company? Y

Date Due: 04/26/2002

Fax: 61,305-552-3849

R

Interim Report Received: 04/24/2002

Reply Received: 05/14/2002

Reply Received Timely/Late:

Informal Conf.: N

**PSC Information**

Assigned To: ECR

Entered By: AH

Date: 04/05/2002

Time: 15:01

Via: MAIL

Prelim Type: OTHER

PO:

Disputed Amt: 0.00

Supmntl Rpt Req'd: / /

Certified Letter Sent: / /

Certified Letter Rec'd: / /

Closed by:

Date: / /

Closeout Type:

Apparent Rule Violation: N

Please review the attached customer correspondence.

Mr. Shuhi writes that the company has provided incorrect information to his subdivision and to him. He has issues with the easements used by the company on his property. He wants the company to restore the palm trees on his property. He wants the company to provide a letter for the reason of the outages in the area. He wants the company to remove all of it's equipment from his property, including above and below ground equipment.

Please review the customer's correspondence. Please respond with detailed report including the issues that the customer raises in his correspondence, by the due date.

It appears that the customer has contacted the Office of Public Counsel and has provided that office with additional documentation.

Request No. 447560E

Name SHUHI ,ROBERT MR.

Business Name

PAGE NO: 1

Inquiry taken by A. Hashisho\*\*

CONTACT NUMBERS

TELEPHONE FAX: 850/413-7168

EMAIL: pscreply@psc.state.fl.us

4/24/2002 Interim Report received via fax. Another report will be provided by May 15, 2002. AHashisho

4/27/02 Jack Shreve, Office of Public Counsel, called to get some background on this complaint. The customer filed a complaint with us last year concerning some FPL lines on his property. He bought the property with the lines already there. The company is of the opinion that they have prescriptive rights. They have, however, offered to move the lines. He now wants to be compensated by FPL for having the lines on his property and will not let them onto his property to remove them until he is compensated.

Jack Shreve received a copy of the letter he sent to OPC and Angie Hashisho filed this complaint. I spoke with Jack Shreve who says he tried to explain to Mr. Shuhi that the PSC had no jurisdiction to adjudicate damages. Nick Durbin

5/14/2002 Report received via fax. AHashisho

5/28/2002 Customer correspondence received via U.S. mail and added to file. AHashisho

5/28/2002 Reviewed case and determined that it would be more appropriate to have the technical division review the case. AHashisho

5/5/2002 Case reassigned to the Division of Economic Regulation. P.Lowery

Request No. 447560E

Name SHUHI ,ROBERT MR.

Business Name \_\_\_\_\_



### Customer Inquiry Response

Customer's First Name: ROBERT  
 Last / Business Name: SHUHI  
 Alternate Name:  
 Service Address: 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

FPSC Log:	447560E	Received From:	Angie
Account #:	43078-11200	Response Type:	Final

Total Pages 17

### Response Comments:

A response was submitted to the FPSC on April 24, 2002 stating that Mrs. Blanca Nodar, Power Systems Coordinator was attempting to speak with Mr. Shuhi to possibly arrange a meeting with the Area Manager, Kenny Rodrigue and the customer.

Mr. Rodrigue was able to speak with Mr. Shuhi on April 29, 2002. During this meeting, the customer's concerns were addressed and have been detailed below. FPL is willing to accommodate most of the customer's remedies. The customer advised Mr. Rodrigue that unless FPL satisfies all of his requests, he will not accept any one in particular. However, he did state that he would think it over. Mr. Rodrigue has made several attempts to contact Mr. Shuhi. He left a message for him on May 3, and again on May 9, but has not heard from Mr. Shuhi.

FPL's response to the issues raised in Mr. Shuhi's letter dated March 30, 2002 are as follows:

1. "FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way)".

The developer of Citrus Glen gave FPL permission to build the line in question on Mr. Shuhi's property. From a surveying document (attachment 1), it is evident that FPL had an intent to obtain a written easement. At this time, the easement document cannot be located. In FPL's opinion, there was no abuse of authority.

Section 2.9 Right of Way states:

The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company are necessary for the rendering of service to the Customer.

ORIGINAL

Shuhi  
447560E  
Page 2 of 17

2. *"FPL knowingly and intentionally provided false and misleading information to the FPSC, my subdivision, and me".*

The information provided to the customer, the FPSC, and the subdivision was provided based on the current records and to the best of FPL's knowledge. Information was in no way provided to any of the entities mentioned above with an intent to mislead or knowingly provide wrong information.

Mr. Austin's letter dated April 24, 1992, (attachment 2) did in fact state that FPL had a legal utility easement, however, since Mr. Austin is no longer an FPL employee, we cannot recreate the information Mr. Austin had at that time.

FPL's response to the remedies the customer seeks are as follows:

1. *"A FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property".*

A letter was sent to Mr. Shuhi on April 29, 2002, apologizing for any inconveniences or lack of professionalism displayed by FPL employees throughout the years (attachment 3). In June, 2001 FPL mailed a system improvement letter to the customers in Mr. Shuhi's subdivision. This letter stated that a project was underway which involved the replacement and/or reinforcement of underground power cables in the area. This letter did not mention an access problem nor did it state that interruptions in service had resulted because of equipment failure on Mr. Shuhi's property. Therefore, FPL does not deem it necessary to prepare an apology letter to Mr. Shuhi's subdivision. This letter is also attached. (attachment 4)

2. *"Restoration of all my palm trees under the FPL power lines to full and complete health".*

Mr. Rodrigue proposed a meeting between the customer and an FPL arborist in an effort to inspect the palm trees and subsequently provide the customer with an acceptable restoration plan. Mr. Shuhi refused to meet with anyone until all of his remedies have been met including compensation.

3. *"Compensation from FPL for almost ten years of FPL knowingly, intentionally, and wrongfully using my property".*

In FPL's opinion, as stated above in #1 of the customer's issues, Citrus Glen gave FPL permission to be on the customer's property. Therefore, compensation is not applicable.

ORIGINAL

Shuhi  
447560E  
Page 3 of 17

4. " FPL to remove all of their equipment from above and below ground on my property".

FPL is eager and willing to remove all overhead and underground equipment from the customer's property. In July, 2001, Mr. Shuhi mailed a letter to Mr. Rodrigue refusing FPL access on his property to remove the overhead service. (attachments 5 & 6). Mr. Jose Ramos, Planning Supervisor, responded by stating that FPL would be de-energizing this line and would await contact from him granting FPL permission to access his property. (attachment 7)

Once again, Mr. Shuhi's position is that all issues have to be resolved, prior to letting FPL remove the facilities on his property.

Every reasonable effort has been made to satisfy the customer's concern. Mr. Shuhi has the telephone numbers for all FPL employees stated above and has been asked to contact any one of them should he wish to discuss any of the above items further.

Also attached are the responses correspondence and closeout letter for complaint 391764E. (attachments 8-14)

It appears FPL is in compliance with FAC. 25.6.094 and FPL Tariff Sheet 6.020, Section 2.9.

**INTERIM RESPONSE #1: 04/24/02 - FINAL RESPONSE: 05/14/02**

Approval Signature:	<u>Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Complaint</u>
Date of Approval:	<u>05/10/2002</u>

ORIGINAL



**DESCRIPTION:**

LOT 140 OF THE PLAT OF CITRUS TRAIL, A P.O. BOOK 60, PAGES 128 THROUGH 130 OF THE P. FLORIDA.

CONTAINING .2939ACRE, MORE OR LESS.

**SURVEYOR'S NOTES:**

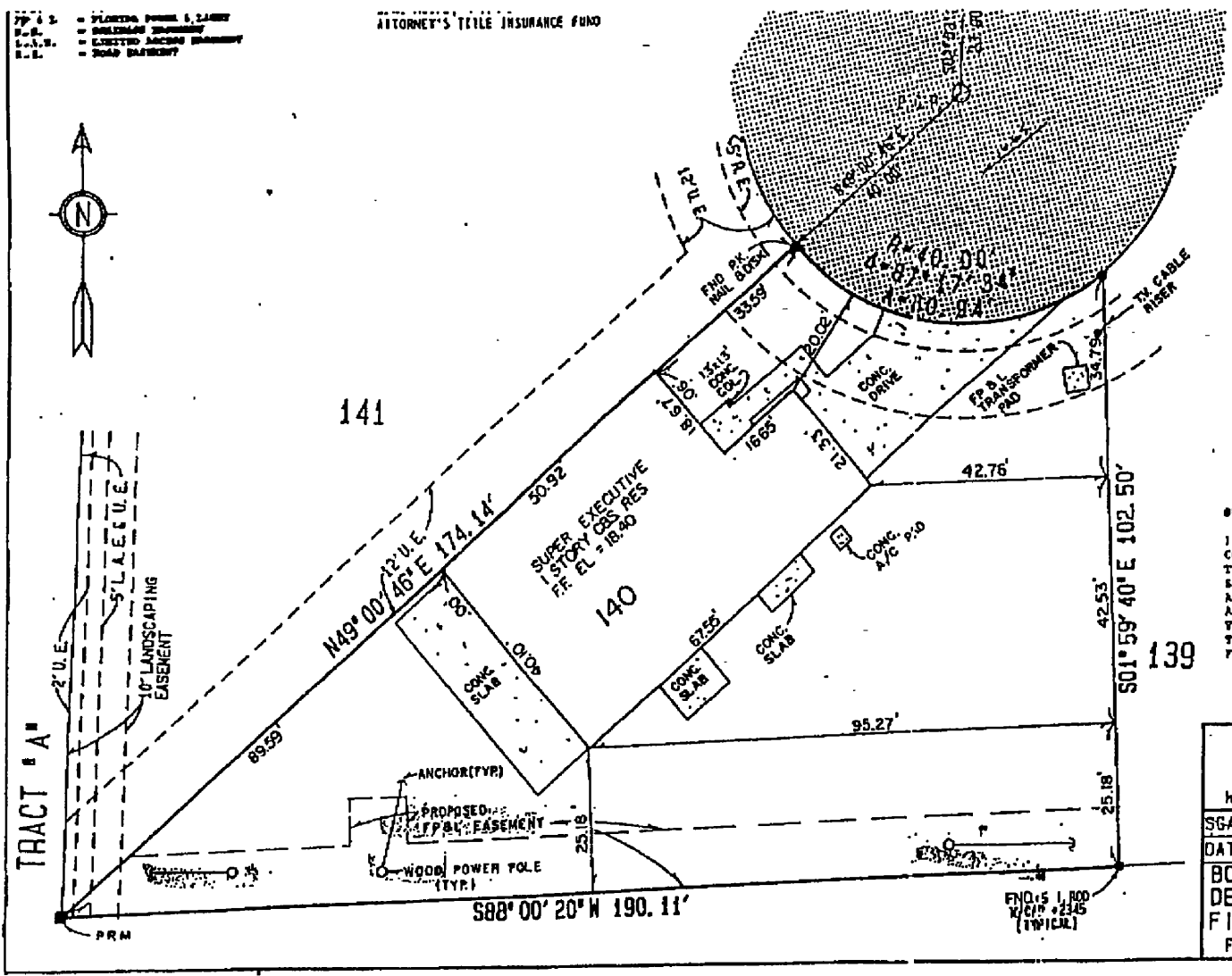
1. BENCHMARK LAW 3 ELEVATION = 17.763. TO REACH THE BENCHMARK OF LAWRENCE ROAD LAWRENCE ROAD FOR 1.65 MILE TO THE BENCH IS A PALM BEACH COUNTY ALUMINUM DISK SET BENCHMARK OVER LATERAL #30.
2. BEARING DATA: THE CENTERLINE OF LANE NORTH 82° 03' 37" EAST AS SHOWN IN SAID ALL BEARINGS SHOWN HEREBY ARE RELATIVE

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE BOUNDARY SU CORRECT REPRESENTATION OF THE LAND AS ON TIC-IN OF THE BUILDING AND IMPROVEMENT SURVEY WAS MADE UNDER MY RESPONSIBLE DIR. ACCURATE TO THE BEST OF MY KNOWLEDGE & APPARENT ENCROACHMENTS, EXCEPT AS SHOWN THE MINIMUM TECHNICAL STANDARDS SET FORT THE FLORIDA BOARD OF LAND SURVEYORS, FLORIDA STATUTES.

DATE: 10/9/99  
 F. R. S. & ASSOCIATES  
 J. A. [Signature]

F. R. S. & ASSOCIATES LAND SURVEYORS AND ENGINEERS 901 NORTHPOINT PARKW WEST PALM BEACH, FLORIDA 33	
SCALE: 1" = 20'	APPROVED BY: F. I.
DATE: 10/9/99	PG.
BOUNDARY SURVEY OF LOT 140 DESCRIBED HEREON SHOWN FINAL TIE-IN OF IMPROVEMENT FOR: CITRUS GLEN LIMITED PART	



ATTORNEY'S TITLE INSURANCE FUND

- FLORIDA POWER & LIGHT
- WILMINGTON TRADING
- DIRECTED JACKSON GRANTING
- ROAD DISTRICT



ORIGINAL

447560E  
 Attachments

441560E  
Attachment 2



9329 S. Military Trail  
Boynton, Fl. 33436

April 24, 1992

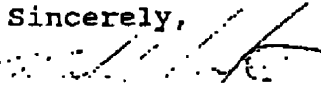
Mr. Robert Shuhi  
1101 N. Congress Av.  
Boynton Beach, Fla. 33426

Dear Mr. Shuhi,

This letter is to inform all interested parties that an overhead power line which exist behind lot 140 in Citrus Glen is a permanent structure and FPL currently has no plans to remove it. However, there are 2 guy wires which support the pole structure which may be shortened from approximately 20' down to approximately 15". Due to the fact that the structure is located within a legal utility easement there will be a charge to perform this work. The cost to perform such work is approximately \$563. This must be paid in advance of any work being performed.

Please feel free to contact me should any further questions arise. Also, please contact me to inform me of your desire to proceed with the above.

Sincerely,

  
Thomas K. Austin  
Distribution Designer  
FPL  
(407) 369-2228

ORIGINAL

44750  
Attachment



April 29, 2002

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

Dear Mr. Shuhi:

I wanted to take the opportunity to thank you for talking with me today. It disappointed me to hear that over the years, FPL employees have not treated you with respect. The one employee you mentioned from last year will be coached so future customers will not be treated in the same manner.

I want to apologize for our employees not treating you with common courtesy and respect. Each one of our customers deserves these as a minimum. We are trying hard to offer good customer service to satisfy and gain the loyalty of our customers. It appears we have failed, up to this point, with you.

As I stated in our telephone conversation, I want to resolve your issues and I hope you will give me that opportunity. FPL, with your permission, will remove the underground and overhead facilities not in the platted easements on your property. We will also restore/replace any landscaping or fences that may be damaged as the result of our removals. I can have our Arborist meet with you and I to inspect your palm trees and discuss what needs to be done to restore them.

I will call you at the end of this week to continue discussing and hopefully resolve all of your issues.

We value you as a customer and look forward to serving you in the future. If you need to contact me, please feel free to call me at (561) 742-2030.

Sincerely,

Kenny J. Rodrigue, PE  
Boca Area Manager  
[Kenny\\_J\\_Rodrigue@fpl.com](mailto:Kenny_J_Rodrigue@fpl.com)

ORIGINAL

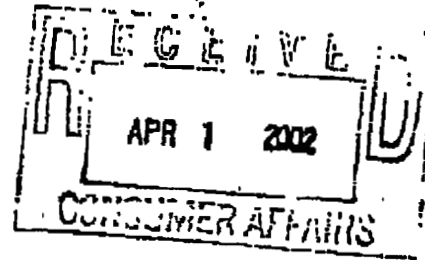


**Robert P. Shuhi**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: 733-1588**  
**e-mail: bob\_shuhi@hotmail.com**

**ORIGINAL**

**30 March 2002**

**Florida Public Service Commission**  
**Division of Consumer Affairs**  
**2540 Shumard Oak Boulevard**  
**Tallahassee, Florida 32399-0850**



**RE: Florida Power & Light Company**  
**New Complaint**

**To Whom It May Concern:**

**In July 2001, I filed a complaint with your office against Florida Power & Light (hereinafter referred to as "FPL"). That complaint number is 391764E.**

**Your response to my complaint was that FPL was in compliance with authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way).**

**I did not agree with your response and, what I consider, your failure to completely investigate my complaint. In November 2001, I contacted Mr. Jack Shreve, Office of the Public Counsel, State of Florida and asked his office to instigate a review of the customer complaint I filed against FPL with the Florida Public Service Commission (hereinafter referred to as "FPSC").**

**The issues I want addressed in my new complaint are:**

- 1) FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way).**
- 2) FPL knowingly and intentionally provided false and misleading information to the FPSC, my subdivision, and me.**

**To substantiate the issues I want addressed in my new complaint against FPL, I have provided Mr. Jack Shreve the following documentation (you may contact his office for copies of this documentation):**

30 March 2002

2

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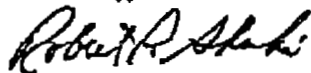
- 1) April 1988 Plat of Citrus Trail, A P.U.D. showing a recorded utility easement to provide service to my development (The equipment was placed on this property in 1989 "In compliance with authority granted under FPL Tariff Sheet 6.020, Section 2.9.")
- 2) April 1992 FPL letter stating that the equipment on my property is in a legal utility easement (I closed on my purchase of this property in May 1992)
  - 1) April 1992 certified survey showing neither legal easement nor proposed easement on my property (This certified survey shows the utility easement on the lot next to mine.)
  - 2) May 1992 certified survey showing a "proposed" FPL easement on my property (Why was this easement proposed by FPL?)
  - 3) June 2001 FPL letter to everyone in my subdivision citing a false and misleading statement about the project to remove their equipment from my property
  - 4) July 2001 FPL letter to me acknowledging that they do not have an easement across the back of my property
  - 5) FPL's response to the FPSC (Their work is still not complete.)

The remedies I seek are:

- 1) A FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property.
- 2) Restoration of all my palm trees under the FPL power lines to full and complete health.
- 3) Compensation from FPL for almost ten years of FPL knowingly, intentionally, and wrongfully using my property.
- 4) FPL to remove all of their equipment from above and below ground on my property.

Thank you for your attention to this matter.

Sincerely,



Robert Shuhi

cc: Mr. Jack Shreve, Office of the Public Counsel, State of Florida

TOTAL P. 6

7475602  
Attachment #4

Florida Power & Light Company, P.O. Box 029100, Miami, FL 33102-9100



June 29, 2001

Robert P Shuhi  
226 Citrus Trl  
Boynton Beach FL 33436

Dear Robert P Shuhi:

At FPL, we know how important uninterrupted power is to you and your family. That's why we are continually upgrading and improving our equipment to ensure the delivery of safe and reliable power. For this reason, we have recently initiated a major improvement project in your area which should reduce the potential for future power interruptions.

This work involves the replacement and/or reinforcement of underground power cables in the area, as well as the removal of some overhead facilities. Our contractor is expected to start work within the next several weeks, and we anticipate the project will be completed in approximately six weeks. As this work will involve some digging, please be assured that landscape restoration will be made to all areas affected as quickly as possible.

Our goal is your complete satisfaction and we're doing all we can to earn your trust. That's why we're upgrading our lines and facilities, and investing in advanced technologies that will help minimize power disturbances in the future.

If you have any questions concerning this project, please call Manuel Sardinias at 561-742-2010 and refer to Work Order 7373-04-416. For any other questions concerning your FPL account, please contact Customer Care by calling 800-226-3545.

Sincerely,

Jose Ramos  
Service Planning Supervisor

ORIGINAL

^

May-14-02

11:27am

From-RATES DEPT. MIAMI

305-552-2737

T-429 P.008/017

F-810

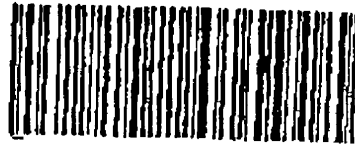
4 97560E  
Attachment #:

Blanca per your request  
Manuel

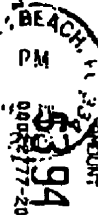
ORIGINAL

Bob Shuhl  
226 Citrus Trail  
Boynton Beach, FL 33436

**CERTIFIED MAIL**



7001 0320 0001 9632 4798



U.S. POSTAGE  
PAID  
BOYNTON BEACH, FL  
33436  
PERMIT NO. 01

RECEIVED  
RECEIVED

Mr. Kenny Rodrigue  
Florida Power & Light Company  
9329 South Military Trail  
Boynton Beach, Florida 33436

33436-2901 33



447540  
Attachment 2

**Robert P. Shuhl**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: 733-1588**  
**e-mail: bob\_shuhl@hotmail.com**

**16 July 2001**

**CERTIFIED MAIL**

**Mr. Kenny Rodrigue**  
**Florida Power & Light Company**  
**9329 South Military Trail**  
**Boynton Beach, Florida 33436**


**RE: Equipment located at:**  
**226 Citrus Trail**  
**Boynton Beach, FL 33436**

**Dear Mr. Rodrigue:**

**As I informed Mr. Sardinas on 13 July 2001, you do NOT have my permission to enter on my property for construction, operation, maintenance, or removal of your electric transmission lines, poles, guys, and anchors.**

**Please address all future correspondence to my attorney at:**  
**Nancy Stone, Esquire**  
**710 Ocean Drive**  
**Juno Beach, Florida 33408**  
**(561) 694-6942**

**Sincerely,**



**Robert P. Shuhl**

**cc: Nancy Stone, Esquire**

ORIGINAL

SHUBI  
44756  
Attachment 1



Robert P. Shubi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shubi:

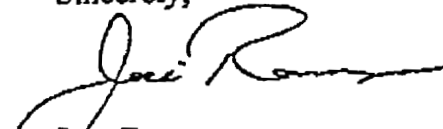
In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.

We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely,


  
Jose Ramos  
Planning Supervisor

an FPL Group company

ORIGINAL

10

44750E  
Attachment # 8

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
BOYNTON BEACH, FL 33436

**FPSC Log:** 391764E **Received From:** Caf  
**Account #:** 43078-11200 **Response Type:** Final

TOTAL 3 PAGES

**Response Comments:**

On July 17, 2001, Mrs. Blanca Nodar, Power Systems Coordinator, contacted Mr. Shuhi to address his request that FPL remove its facilities from his property. Mrs. Nodar provided her name and telephone number should the customer have any concerns while the investigation was pending.

FPL facilities were installed on the customer's property in approximately 1989 to serve Mr. Shuhi's residence, as well as the rest of the development. The property was purchased already encumbered with the electric facilities and any reasonable inspection of the property would have indicated the presence of the FPL facilities. Therefore, the property owner did have notice of the facilities on the property at the time of purchase.

Because these facilities were installed to provide electric service to the property, the developer, as a condition of electric service, would have given consent to the construction of the facilities on the property. The FPL Tariff (Section 2.9 - Right of Way) requires that "the Customer grant or cause to grant to the Company and without cost to the Company all rights, easements, permits and privileges, which in the opinion of Company are necessary for the rendering of service to the Customer."

A letter was prepared and mailed to Mr. Shuhi on July 18, 2001 by the Service Planning Supervisor, Mr. Jose Ramos (copy attached). In this letter it was explained how a new underground feed would be installed in the existing easement at 227 Citrus Trail. The customer was informed this work would be completed without FPL having to go on the customer's property. However, FPL would need his permission to go on his property to remove the existing facility which, at that time, would be de-energized.

On July 20, 2001, Mrs. Blanca Nodar and Mr. Jose Ramos held a conference with to Mr. Shuhi providing FPL's position regarding the overhead facilities on his property. At that time, Mr. Shuhi stated that he would not allow FPL on his property to remove the facilities and, furthermore, requested that FPL compensate him for the use of his property. Mr. Shuhi was informed of the tariff (as stated above) that allowed FPL to be on his property and, therefore, compensation of any kind was respectfully denied.

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447560E  
Attachment #

Robert Shuhl  
391764E  
Page 2 of 3

Locates were completed on July 18, 2001. On Friday, the boring crew began their work and were completed by Tuesday, July 24th. The overhead crews completed their work on July 23, 2001. Cable was pulled and all work was completed by July 30, 2001. The new line is now energized and serving these customers.

On July 23rd, a letter was received by Mr. Ramos from the customer (available at your request) stating he would not give FPL permission to enter his property to remove our lines, poles, etc. The line on the customer's property is currently de-energized and no longer serves FPL any purpose. Since the customer opposes removal, they may remain on his property until he chooses to notify FPL to remove them.

All reasonable attempts have been made to satisfy this customer.

It appears FPL is in compliance with F.A.C. #25-6.094.

FPSC RECEIVED: 07/17/01 - FINAL REPORT: 08/06/01

Approval Signature:	<u>Bella F Pitliuk for Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Coordinator</u>
Date of Approval:	<u>08/03/2001</u>

ORIGINAL

12



#391704E  
Attachment #1  
PAGE 3 OF 3

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shuhi:

In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.

We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely,

Jose Ramos  
Planning Supervisor

ORIGINAL

447560E  
Attachment  
#1

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
BOYNTON BEACH, FL 33436

**FPSC Log:** 391764E **Received From:** Caf  
**Account #:** 43078-1120 **Response Type:** Supplemental 1  
0

TOTAL PAGES 2

**Response Comments:**

In a letter dated August 23, 2001, Mr. Robert P. Shuhl requested the following information from the FPSC.

1) Why had FPL installed service on his property rather than using a FPL easement?

**Response:** At the time these facilities were installed, an agreement was reached between the property owner/developer and FPL as to the location of the facilities. Therefore, the new owner purchased the property with the existing condition.

2) Documentation of the completed underground work within the easement.

**Response:** As stated in the Final Response to the FPSC, the facilities on Mr. Shuhl's property were de-energized as of July 23, 2001. The completed work mentioned on the response was specific to Mr. Shuhl's request. Additional work is still being conducted in the area to improve the service reliability to the entire subdivision. Mr. Shuhl would not have seen an interruption in service when it was switched from the overhead (on his property) to underground (on the recorded easement). During a conversation with Mrs. Nodar on September 17, 2001, Mr. Shuhl agreed that he would accept the response from FPL to the FPSC as written documentation.

3) Copy of FPL Tariff Sheet 6.040, Section 5.3, Relocation of Company's Facilities has been attached for your review.

**Approval Signature:** Ramon Ferrer  
**Approver's Title:** Power Systems Supervisor  
**Date of Approval:** 09/17/2001

ORIGINAL

447560E  
Attachment # 12

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 6.040  
Cancels Eleventh Revised Sheet No. 6.040

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
  - a) information which satisfies the Company's application requirements for no deposit; or
  - b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - c) a guaranty satisfactory to the Company to secure payment of bills.
- (2) Each guarantor must enter into a guaranty contract set forth as Tariff Sheet No. 9.400 or 9.410. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3.

Issued by: P. J. Evanson, President  
Effective: July 8, 1998

ORIGINAL

4478601  
Attachment  
# 13

STATE OF FLORIDA

COMMISSIONERS:  
E. LEON JACOBS, JR., CHAIRMAN  
J. TERRY DEASON  
LILA A. JABER  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

Public Service Commission

August 13, 2001

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

CERTIFIED MAIL

Dear Mr. Shuhi:

This is in response to your complaint concerning Florida Power and Light Company (FPL).

PSC rules concerning easements are limited to the following:

*25-6.076, Florida Administrative Code, Rights of Way and Easements*

*(1) Within the applicant's subdivision the utility shall construct, own, operate and maintain distribution lines only along easements, public streets, roads, and highways which the utility has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the utility may be obtained without cost or condemnation by the utility.*

*(2) Rights of way and easements suitable to the utility must be furnished by the applicant in reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the applicant before the utility will commence construction, all at no charge to the utility. Such clearing and grading must be maintained by the applicant during construction by the utility.*

In compliance with this rule and with FPL's Tariff Sheet No. 6.020§2.9, copy enclosed, the developer allowed FPL to install its facilities, on what later became your property, in 1989. The PSC does not have authority to determine whether FPL's lines and poles are located within an easement or if the company has prescriptive rights for the current location of the facilities. Only a court of proper jurisdiction can resolve that dispute.

In your complaint you requested "compensation and damages from FPL and any other relief as may be equitable for the wrongful use and interference with my enjoyment of my property." The PSC does not have jurisdiction to adjudicate damages against a utility. Again, only a court of proper

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447560E  
Attachment #

Mr. Robert Shuhi  
Page 2  
August 13, 2001

jurisdiction can award such damages.

FPL advised the PSC that it has installed new, underground service within a recorded easement outside your property. The lines on your property have been de-energized and FPL will remove them as soon as the company receives your permission to enter your property.

I am sorry that I could not further assist you, however it appears that FPL is in compliance with its tariff and PSC rules. Please understand that my inability to be of further assistance in this matter stems from statutory limitations rather than a lack of concern on my part.

Please let me know if you have any questions. I can be reached at 1(800)342-3552 or at [ddurbin@psc.state.fl.us](mailto:ddurbin@psc.state.fl.us).

Sincerely,




Dick Durbin  
Regulatory Consultant

cc: FPL

Enclosures (2)

ORIGINAL

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
**Alternate Name:**  
**Service Address:** 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

**FPSC Log:** 447560E      **Received From:** Angie  
**Account #:** 43078-11200      **Response Type:** Interim 1

*TOTAL PAGES 1*

**Response Comments:**

FPL representatives are still in the process of reviewing all of the information requested by Mr. Shuhi. Mrs. Blanca Nodar, Power Systems Coordinator, has been in contact with Mr. Shuhi to arrange a meeting with him and the Area Manager. Mrs. Nodar last left a message for Mr. Shuhi on Tuesday afternoon (April 23).

A final response will be submitted when all of the issues have been addressed.

**FPSC RECEIVED: 04/05/02 - INTERIM RESPONSE #1: 04/24/02**

**Next Report Due: 05/15/02**

**Approval Signature:** Bella F. Pitliuk for Ramon Ferrer  
**Approver's Title:** Power Systems Coordinator  
**Date of Approval:** 04/23/2002

ORIGINAL

**Robert P. Shuhi**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: 733-1588**  
**E-mail: bob\_shuhi@hotmail.com**

23 May 2002

Leroy A. Rasberry, Chief  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Case #: 447560E  
Florida Power & Light Company

Dear Mr. Rasberry:

I am enclosing a copy of a letter I received from Mr. Rodrigue of Florida Power & Light Company (FPL) after a couple of telephone conversations with him. I am also enclosing a letter I wrote to him yesterday reiterating my position to him, which I made clear to him in all of our telephone conversations.

I look forward to your response to my new complaint.

Thank you for your attention to this matter.

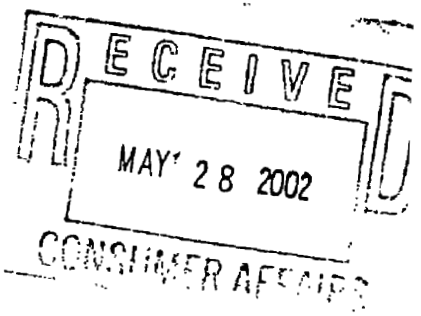
Sincerely,



Robert Shuhi

cc: Mr. Jack Shreve, Office of the Public Counsel, State of Florida  
Mr. Kenny J. Rodrigue, PE, Florida Power & Light Company

ORIGINAL





April 29, 2002

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

Dear Mr. Shuhi:

I wanted to take the opportunity to thank you for talking with me today. It disappointed me to hear that over the years, FPL employees have not treated you with respect. The one employee you mentioned from last year will be coached so future customers will not be treated in the-same manner.

I want to apologize for our employees not treating you with common courtesy and respect. Each one of our customers deserves these as a minimum. We are trying hard to offer good customer service to satisfy and gain the loyalty of our customers. It appears we have failed, up to this point, with you.

As I stated in our telephone conversation, I want to resolve your issues and I hope you will give me that opportunity. FPL, with your permission, will remove the underground and overhead facilities not in the platted easements on your property. We will also restore/replace any landscaping or fences that may be damaged as the result of our removals. I can have our Arborist meet with you and I to inspect your palm trees and discuss what needs to be done to restore them.

I will call you at the end of this week to continue discussing and hopefully resolve all of your issues.

We value you as a customer and look forward to serving you in the future. If you need to contact me, please feel free to call me at (561) 742-2030.

Sincerely,

A handwritten signature in black ink that reads "Kenny J. Rodrigue". The signature is written in a cursive style with a large initial 'K'.

Kenny J. Rodrigue, PE  
Boca Area Manager  
[Kenny J Rodrigue@fpl.com](mailto:Kenny.J.Rodrigue@fpl.com)

ORIGINAL



Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: 733-1588  
E-mail: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

22 May 2002

Kenny J. Rodrigue, PE  
Boca Area Manager  
Florida Power & Light Company  
9329 South Military Trail  
Boynton Beach, Florida 33436

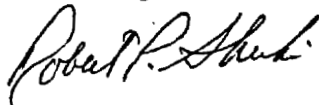
Dear Mr. Rodrigue:

*My position is not changed. You do not have my permission to perform any work outside of your recorded easement on my property.*

*To correct your statement to me in your letter dated 29 April 2002, I did not mention "one" employee of yours, I mentioned four (4) employees. To refresh your memory, they are: Harry (the field worker), Rob Baker (his supervisor), Max Macon (Mr. Sardinias' lead), and Jose Ramos (Planning Supervisor). I do not understand why you chose to ignore every one but Harry.*

*I am adamant about the remedies I seek. I will pursue this matter through the Florida Public Service Commission and then I will pursue this matter through the civil courts.*

Sincerely,



Robert P. Shuhi

ORIGINAL

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
Telephone: 561-734-2039/Fax: 561-733-1588  
Internet: bob\_shuhi@hotmail.com

RECEIVED

30 March 2002

APR 8 2002

APR 8 2002

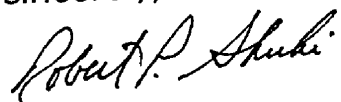
Mr. Jack Shreve  
Office of the Public Counsel  
812 Claude Pepper Building, Room 812  
111 West Madison Street  
Tallahassee, Florida 32399-1400

RE: Florida Public Service Commission

Dear Mr. Shreve:

For your records, I am enclosing a copy of my new complaint against Florida Power & Light mailed to the Florida Public Service Commission.

Sincerely,



Robert P. Shuhi

Enclosure: Complaint Letter

**Robert P. Shuhi**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: 733-1588**  
**e-mail: bob\_shuhi@hotmail.com**

30 March 2002

*Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850*

*RE: Florida Power & Light Company  
New Complaint*

*To Whom It May Concern:*

*In July 2001, I filed a complaint with your office against Florida Power & Light (hereinafter referred to as "FPL"). That complaint number is 391764E.*

*Your response to my complaint was that FPL was in compliance with authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way).*

*I did not agree with your response and, what I consider, your failure to completely investigate my complaint. In November 2001, I contacted Mr. Jack Shreve, Office of the Public Counsel, State of Florida and asked his office to instigate a review of the customer complaint I filed against FPL with the Florida Public Service Commission (hereinafter referred to as "FPSC").*

*The issues I want addressed in my new complaint are:*

- 1) FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way).*
- 2) FPL knowingly and intentionally provided false and misleading information to the FPSC, my subdivision, and me.*

*To substantiate the issues I want addressed in my new complaint against FPL, I have provided Mr. Jack Shreve the following documentation (you may contact his office for copies of this documentation):*

30 March 2002

2

- 1) April 1988 Plat of Citrus Trail, A P.U.D. showing a recorded utility easement to provide service to my development (The equipment was placed on this property in 1989 "in compliance with authority granted under FPL Tariff Sheet 6.020, Section 2.9.")
- 2) April 1992 FPL letter stating that the equipment on my property is in a legal utility easement (I closed on my purchase of this property in May 1992)
- 1) April 1992 certified survey showing neither legal easement nor proposed easement on my property (This certified survey shows the utility easement on the lot next to mine.)
- 2) May 1992 certified survey showing a "proposed" FPL easement on my property (Why was this easement proposed by FPL?)
- 3) June 2001 FPL letter to everyone in my subdivision citing a false and misleading statement about the project to remove their equipment from my property
- 4) July 2001 FPL letter to me acknowledging that they do not have an easement across the back of my property
- 5) FPL's response to the FPSC (Their work is still not complete.)

The remedies I seek are:

- 1) A FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property.
- 2) Restoration of all my palm trees under the FPL power lines to full and complete health.
- 3) Compensation from FPL for almost ten years of FPL knowingly, intentionally, and wrongfully using my property.
- 4) FPL to remove all of their equipment from above and below ground on my property.

Thank you for your attention to this matter.

Sincerely,



Robert Shuhi

cc: Mr. Jack Shreve, Office of the Public Counsel, State of Florida

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
Telephone: 561-734-2039/Fax: 561-733-1588  
Internet: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

27 November 2001

Mr. Jack Shreve  
Office of the Public Counsel  
812 Claude Pepper Building, Room 812  
111 West Madison Street  
Tallahassee, Florida 32399-1400

RECEIVED

NOV 29 2001

Dr. Joe D.  
Public Counsel

RE: Florida Public Service Commission

Dear Mr. Shreve:

The purpose of my letter is twofold. First, to instigate a review of the customer complaint I filed against Florida Power & Light (hereinafter referred to as "FPL") with the Florida Public Service Commission (hereinafter referred to as "FPSC") and second, to file another complaint against FPL with the FPSC.

In the FPSC's initial response to me, dated 13 August 2001, the FPSC said that FPL was in compliance with FPL's Tariff Sheet No. 6.020§2.9 and that FPL has advised the FPSC that FPL "has installed new, underground service within a recorded easement outside your property." I believe that FPL did not need to use their tariff. I am enclosing a copy of an April 1988 Plat of Citrus Trail, A P.U.D., which evidently indicates that FPL and the developer planned and coordinated the location of a utility easement for this development before FPL placed equipment on what is now my property. Also, as of today, I believe FPL has still not completed the underground service.

In the FPSC's response (dated 24 September 2001) to my request for documentation (dated 23 August 2001), I have a number of issues I would like investigated.

- 1) FPL's Customer Inquiry Response, dated 19 September 2001, item number one: Why was the wording of my 23 August 2001 request for documentation, number one changed? I clearly stated that I wanted to know why FPL did not use a pre-existing utility easement not "a FPL easement."

28 November 2001

- 2) FPL's Customer Inquiry Response, dated 6 August 2001, paragraph two: I did notice the equipment and I did object prior to purchasing the property (see April 1992 FPL letter to me).
- 3) FPL's Customer Inquiry Response, dated 6 August 2001, paragraph three:
  - a. Why is use of FPL Tariff (Section 2.9 – Right of Way) required?
  - b. Where is FPL's proof of the developer's consent? Would not that consent be in the form of an easement? Is FPL relying on the developer to stop them from doing something wrong?
  - c. Why did FPL choose not to use the pre-existing utility easement to provide service to this development?
- 4) FPL's Customer Inquiry Response, dated 6 August 2001, paragraph four: Why does FPL need my permission to remove their equipment from my property when they claim FPL Tariff Sheet No. 6.040§5.3 – Relocation of Company's Facilities?
- 5) FPL's Customer Inquiry Response, dated 6 August 2001, paragraph six (page two): FPL states the work was completed 30 July 2001. I have a dated photograph showing their underground tubes sticking out of the ground by their service box in my front yard dated 20 August 2001. I also have a dated photograph showing their incomplete work with their new pole on Lawrence Road (just outside my development) dated 6 September 2001. I am enclosing photographs. Also, that work is still not complete.

I would also like to know why I was never contacted by the FPSC in their investigation of my complaint.

To assist you in your review of the complaint I filed with the FPSC (FPSC Complaint Number 391764E), I am enclosing copies of:

- 1) My written correspondence to the FPSC
- 2) My e-mails to the FPSC and to Governor Bush's office
- 3) FPSC correspondence to me
- 4) Plat of my subdivision
- 5) Certified surveys of my property
- 6) Photographs of work-in-progress.

The issues I want addressed in the new complaint are:

- 1) FPL abused their authority granted under FPL Tariff Sheet 6.020, Section 2.9 (Right of Way).

28 November 2001

- 2) FPL knowingly and intentionally provided false and misleading information to my subdivision, the FPSC, and me.

To substantiate the issues I want addressed in my new complaint against FPL, I am enclosing copies of:

- 1) April 1988 Plat of Citrus Trail, A P.U.D. showing a recorded utility easement.
- 2) April 1992 FPL letter stating that the equipment on my property is in a legal utility easement
- 3) April 1992 Certified survey showing no legal easement on my property nor any proposed easement on my property
- 4) May 1992 Certified survey showing a proposed FPL easement on my property
- 5) October 1992 Certified survey showing the same proposed FPL easement with three poles on my property
- 6) June 2001 FPL letter to everyone in my subdivision citing a false and misleading statement about the project to remove their equipment from my property
- 7) July 2001 FPL letter to me acknowledging that they do not have an easement across the back of my property.


The remedies I seek are:

- 1) A FPL letter to my subdivision and me acknowledging their wrongful acts and that the reason for the power outages in our community due to blown fuses on their equipment on my property were because they did not have a right to have equipment on my property.
- 2) Restoration of all my palm trees under the FPL power lines to full and complete health.
- 3) Compensation from FPL for over nine and one half years of FPL knowingly, intentionally, and wrongfully using my property.
- 4) FPL to remove all of their equipment from above and below ground on my property.

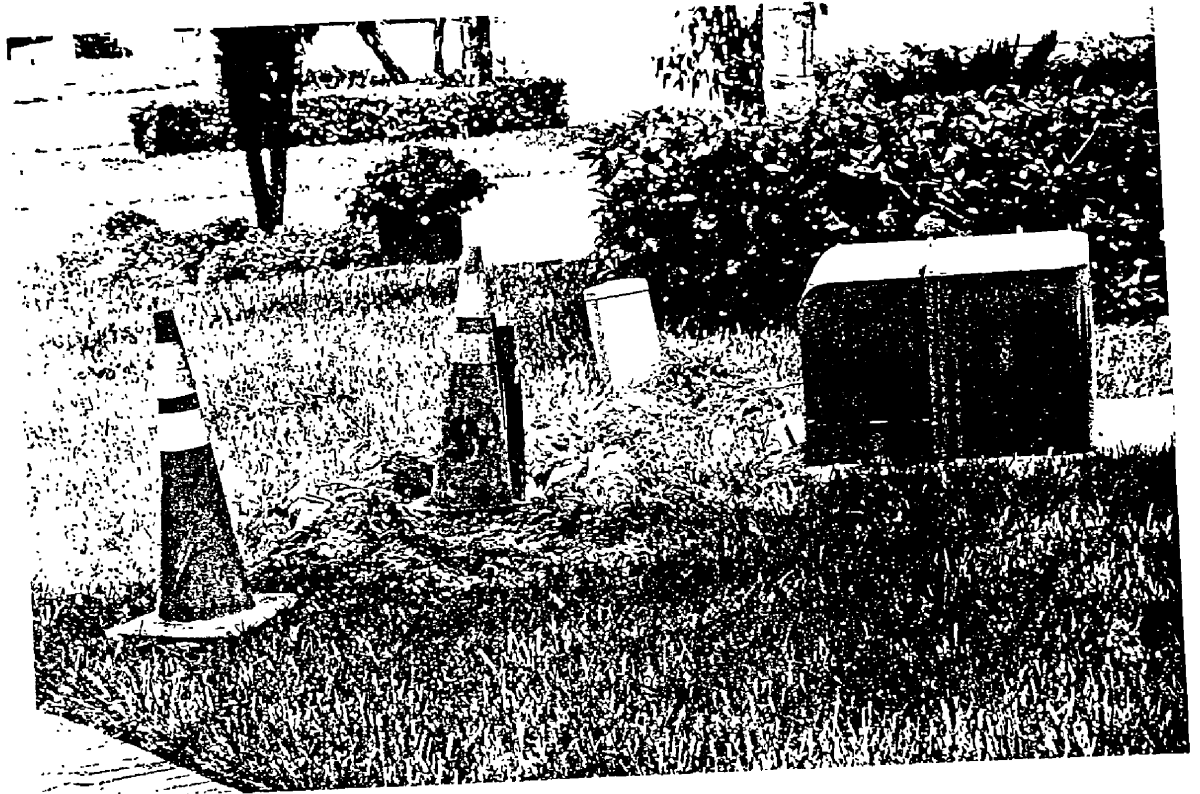
I want to thank you and your associate, Dana, for taking the time to listen to my concerns and for giving me advice on what information to send to you.

I look forward to working with you in this matter.

Sincerely,



Robert P. Shuhi

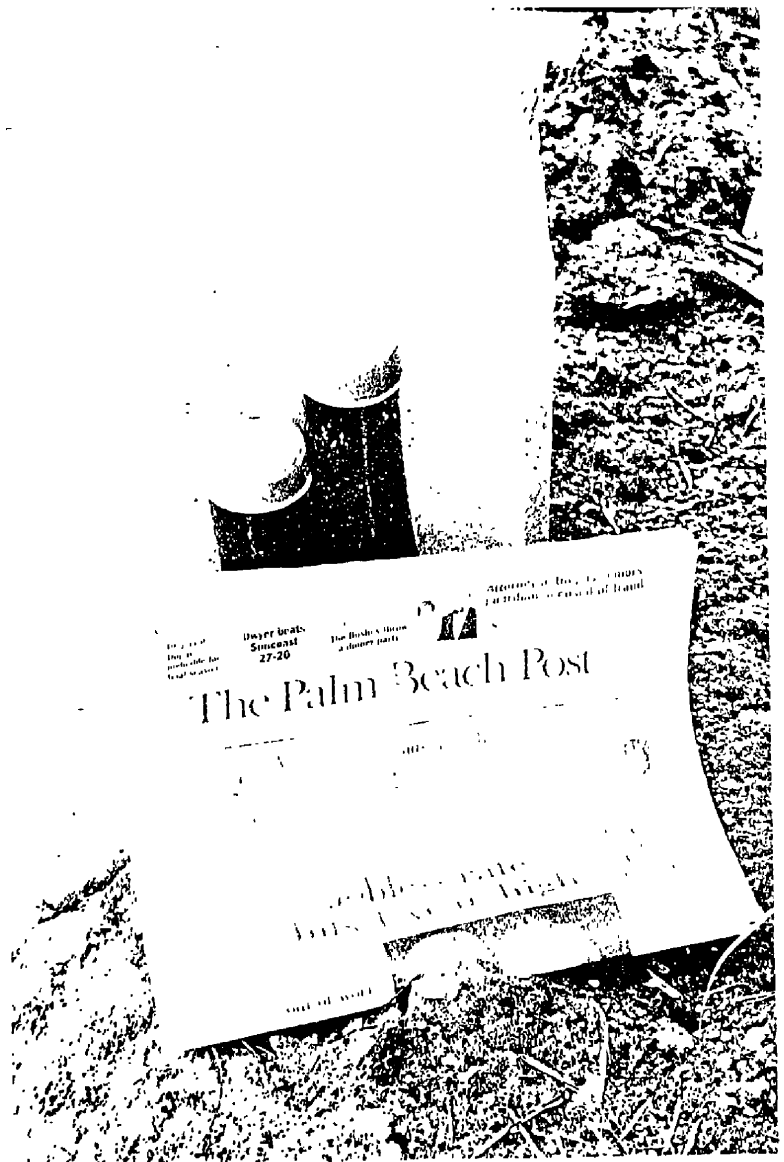




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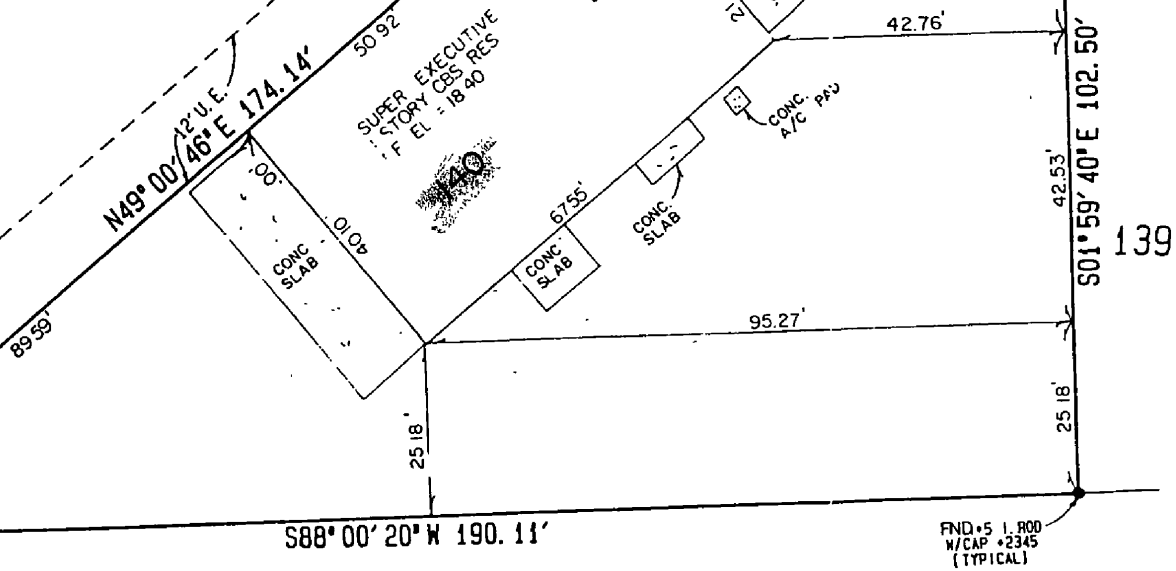
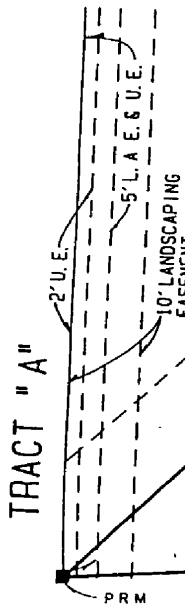


F.P. & L. - FLORIDA POWER & LIGHT  
 P.E. - PROFESSIONAL ENGINEER  
 L.A.E. - LIMITED ACCESS EASEMENT  
 R.E. - ROAD EASEMENT

ATTORNEY'S TITLE INSURANCE FUND



141



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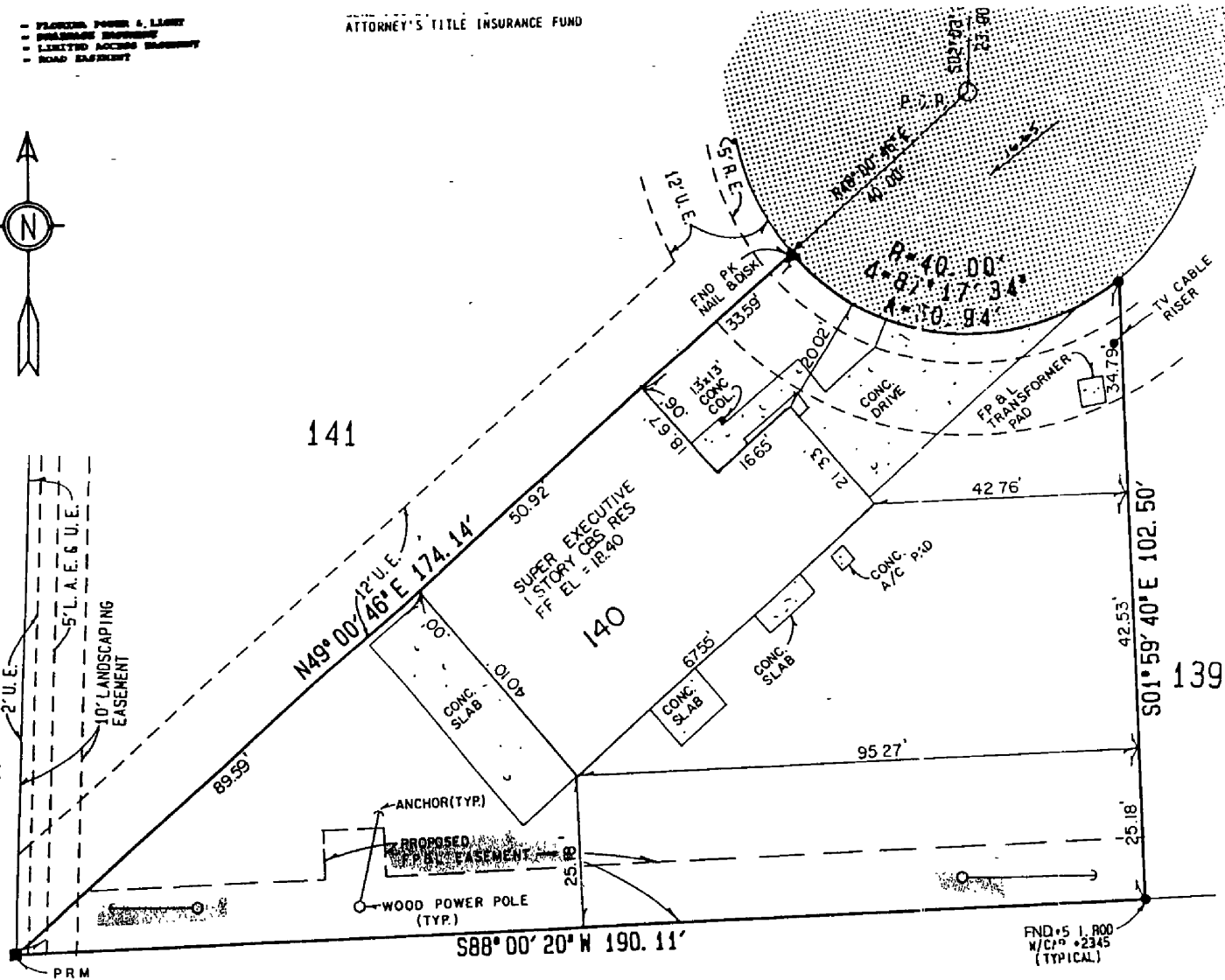
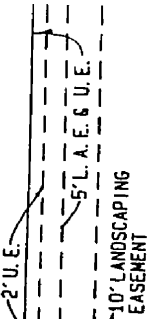
- PLUMBING POWER & LIGHT
- DRAINAGE
- LIMITED ACCESS EASEMENT
- ROAD EASEMENT

ATTORNEY'S TITLE INSURANCE FUND



141

TRACT "A"



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- 2. DRAINAGE IMPROVEMENT
- 3. LIMITED ACCESS EASEMENT
- 4. ROAD EASEMENT

ATTORNEY'S TITLE INSURANCE FUND

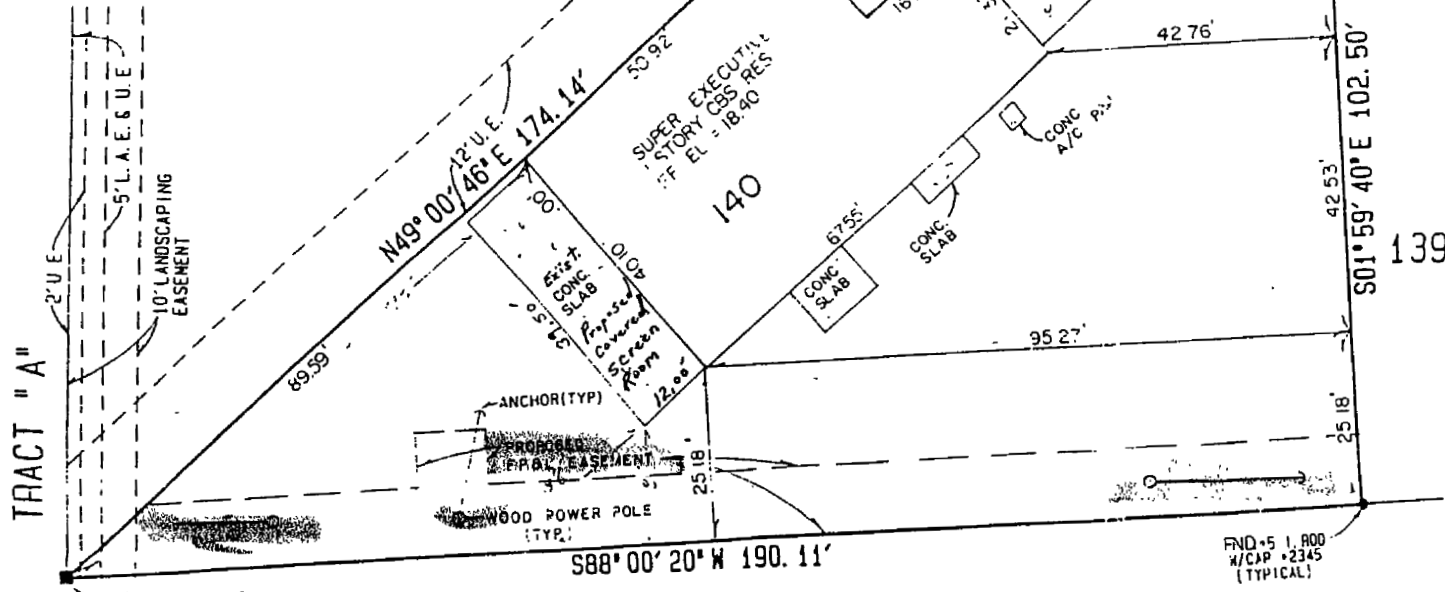


92-384 Rick's Screen Repair

10/16/1972

*R. Diwan*

141



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9329 S Military Trail  
Boynton, FL 33436

April 24, 1992

1992  
FPL LETTER  
TO ME

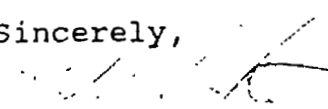
Mr. Robert Shuhi  
1101 N. Congress Av.  
Boynton Beach, Fla. 33426

Dear Mr. Shuhi,

This letter is to inform all interested parties that an overhead power line which exist behind lot 140 in Citrus Glen is a permanent structure and FPL currently has no plans to remove it. However, there are 2 guy wires which support the pole structure which may be shortened from approximately 20' down to approximately 15". Due to the fact that the structure is located within a legal utility easement there will be a charge to perform this work. The cost to perform such work is approximately \$563. This must be paid in advance of any work being performed.

Please feel free to contact me should any further questions arise. Also, please contact me to inform me of your desire to proceed with the above.

Sincerely,

  
Thomas M. Austin  
Distribution Designer  
FPL  
(407) 369-2228



Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shuhi:

In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.

We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely, \_\_\_\_\_



June 29, 2001

Robert P Shuhi  
226 Citrus Trl  
Boynton Beach FL 33436

Dear Robert P Shuhi:

At FPL, we know how important uninterrupted power is to you and your family. That's why we are continually upgrading and improving our equipment to ensure the delivery of safe and reliable power. For this reason, we have recently initiated a major improvement project in your area which should reduce the potential for future power interruptions.

This work involves the replacement and/or reinforcement of underground power cables in the area, as well as the removal of some overhead facilities. Our contractor is expected to start work within the next several weeks, and we anticipate the project will be completed in approximately six weeks. As this work will involve some digging, please be assured that landscape restoration will be made to all areas affected as quickly as possible.

Our goal is your complete satisfaction and we're doing all we can to earn your trust. That's why we're upgrading our lines and facilities, and investing in advanced technologies that will help minimize power disturbances in the future.

If you have any questions concerning this project, please call Manuel Sardinas at 561-742-2010 and refer to Work Order 7373-04-416. For any other questions concerning your FPL account, please contact Customer Care by calling 800-226-3545.

Sincerely,

A handwritten signature in cursive script that reads "Jose Ramos".

Jose Ramos  
Service Planning Supervisor



From: Kate Smith  
Sent: Monday, August 06, 2001 5:30 PM  
To: 'bob\_shuhi@hotmail.com'  
Subject: Rules of the PSC.

Could you please be a little more specific about which rules you need. The rules under which the PSC operates comprises several hundred pages of text. I don't think you truly want them all.

If you do, you may make a document request, via e-mail. We will be glad to copy them and mail them to you. There will, of course, be a charge for this. It is dependent upon the number of pages and whether or not the copy is single or double-sided.

I noticed that you have an open complaint against FPL. Is it the electric rules in which you are particularly interested? If so, we can send the rules pertaining to the area of your complaint. Would that help?

Kate Smith  
August 6, 2001  
5:28 p.m.

---

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7 August 2001/0830

Kate Smith,

Thank you for your reply. Yes, I am interested in the rules that govern electric companies. That would be very helpful. Thank you!

Let me tell you the reason I asked for all the rules. When I filed my original complaint over the telephone with Mr. Durban, he decided to limit my complaint to an issue he decided would be the best way to "get things started" and not all the issues I specifically expressed to him. When I found out about my "limited" complaint, I sent my complete complaint certified mail. Following that, I sent a certified letter requesting: 1) a copy of my original complaint, 2) a copy of the amended complaint, and 3) a request for the rules and procedures that govern the Florida Public Service Commission (FPSC). After Mr. Durban received my request for copies, he called me to ask me which specific rules I needed. Since he decided to limit my original complaint, I do not trust him to decide which rules he would send me.

I have been wondering how objective the FPSC really is, starting from the woman who answered my original call to register a complaint against Florida Power & Light (FPL). I have heard the FPL defense of "prescriptive rights" as much from your agency as I have from FPL.

Kate, please let me know how much it will cost me to obtain a copy of the rules that pertain to the area of my complaint and if you require a cashier's check or money order.

Thank you.

Bob Shuhi

[bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

P.S. Would you please check on the status of the copies of my complaints I requested?

----- Original Message -----

From: Kate Smith  
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Kate Smith  
August 6, 2001  
5:28 p.m.

msn://@mail.mar@/rte\_msg.htm

8/7/2001

msn://@mail.mar@/rte\_msg.htm

8/7/2001

**Thank you. I am taking your request to our Records Division. They will count the pages and let me know how much it will cost to have the electric rules sent to you. I will also ask them to count the pages for our Procedures. Procedures are the generic rules that cross industries. When I get the final amount, I'll recontact you.**

**OK?**

-----Original Message-----

**From:** Robert Shuhi [mailto:bob\_shuhi@hotmail.com]

**Sent:** Tuesday, August 07, 2001 8:32 AM

**To:** Kate Smith

**Subject:** Re: Rules of the PSC.

*7 August 2001/0830*

*Kate Smith,*

*Thank you for your reply. Yes, I am interested in the rules that govern electric companies. That would be very helpful. Thank you!*

*Let me tell you the reason I asked for all the rules. When I filed my original complaint over the telephone with Mr. Durban, he decided to limit my complaint to an issue he decided would be the best way to "get things started" and not all the issues I specifically expressed to him. When I found out about my "limited" complaint, I sent my complete complaint certified mail. Following that, I sent a certified letter requesting: 1) a copy of my original complaint, 2) a copy of the amended complaint, and 3) a request for the rules and procedures that govern the Florida Public Service Commission (FPSC). After Mr. Durban received my request for copies, he called me to ask me which specific rules I needed. Since he decided to limit my original complaint, I do not trust him to decide which rules he would send me.*

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*Thank you.*

*Bob Shuhi*

*[bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)*

*P.S. Would you please check on the status of the copies of my complaints I requested?*

----- Original Message -----

8 August 2001/0710

Kate Smith:

*Thank you for the information. If I can not obtain your rules via the internet, I will send my request for Chapter 6 along with \$1.80 to obtain those rules.*

*Kate, you did not mention the copies of my original complaint and my amended complaint that I have requested. Is there a charge to obtain those copies? If so, please let me know what that charge is and I will send you that amount of money.*

*Thank you,  
Bob Shuhi*

----- Original Message -----

From: Kate Smith

Sent: Tuesday, August 07, 2001 11:00 AM

To: 'bob\_shuhi@hotmail.com'

Subject: Records Request

I checked with our Clerk's office. Chapter 6 - Electric Rules is \$1.80. That breaks down to 5 cents/page for double sided copies. If you wish to order, please send your check, made out the Florida Public Service Commission to 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850. Please be SURE to mention that you want CHAPTER 6 - ELECTRIC RULES so that the Clerk's office will know exactly which rules you need.

This is also available via the Internet.

1. Log onto our web site at [www.floridapsc.com](http://www.floridapsc.com)
2. Click on "General Information."
3. Click on "Rules."
4. Click on "PSC Rules." This will take you to all our rules. You can page down through it. I don't know whether or not you can search for a specific topic. I didn't see a search option.

I hope this is helpful. If you want to proceed with ordering paper copies, please let me know.

Kate Smith  
1-800-342-3552

Get more from the Web. FREE MSN Explorer download : <http://explorer.msn.com>

Kate Smith,

Thank you for your response. If the copies of **BOTH** the original and amended complaints have to come from Mr. Durbin, I would appreciate you passing on this note to him. Mr. Durbin did receive my certified mail request for copies of **BOTH** the original and amended complaints on 26 July 2001. To date, I have not received those copies.

Yes, I **DO** want the copies of those complaints now.  
Thank you,  
Bob Shuhi

----- Original Message -----

From: Kate Smith  
Sent: Wednesday, August 08, 2001 8:49 AM  
To: 'Robert Shuhi'  
Subject: RE: Records Request

**No, no charge for copies of your complaint. However, they will have to come from Mr. Durbin. I will be happy to forward your request to him. Would rather have them now or wait until the matter has been closed? Waiting would ensure that you get a copy of the company's report as well as any other documents that might be created or received after the copies were sent?**

**Please advise.**

-----Original Message-----

From: Robert Shuhi [mailto:bob\_shuhi@hotmail.com]  
Sent: Wednesday, August 08, 2001 7:09 AM  
To: Kate Smith  
Cc: Nancy Stone  
Subject: Re: Records Request

*8 August 2001/0710*

*Kate Smith:*

*Thank you for the information. If I can not obtain your rules via the internet, I will send my request for Chapter 6 along with \$1.80 to obtain those rules.*

*Kate, you did not mention the copies of my original complaint and my amended complaint that I have requested. Is there a charge to obtain those copies? If so, please let me know what that charge is and I will send you that amount of money.*

*Thank you,  
Bob Shuhi*

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Commission to 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.  
Please be SURE to mention that you want CHAPTER 6 - ELECTRIC RULES so that  
the Clerk's office will know exactly which rules you need.

This is also available via the Internet.

1. Log onto our web site at [www.floridapsc.com](http://www.floridapsc.com)
2. Click on "General Information."
3. Click on "Rules."
4. Click on "PSC Rules." This will take you to all our rules. You can  
page down through it. I don't know whether or not you can search for a  
specific topic. I didn't see a search option.

I hope this is helpful. If you want to proceed with ordering paper copies,  
please let me know.

Kate Smith  
1-800-342-3552

---

Get more from the Web. FREE MSN Explorer download : <http://explorer.msn.com>

*Dear Governor Bush:*

*I registered a complaint with the Florida Public Service Commission (FPSC) on the telephone on 17 July 2001. On 20 July 2001, after a telephone conversation with Florida Power & Light (FPL) and Mr. Dick Durbin of the FPSC, I asked Mr. Durbin to amend my original complaint to include issues that were omitted when he filed my original complaint. On 23 July 2001, I sent a certified letter identifying the issues I wanted addressed in my complaint and I requested a copy of my original complaint and my amended complaint.*

*I did not hear from Mr. Durbin until I received his response to my complaint dated 13 August 2001. Following that response, I mailed a certified letter requesting the documentation from FPL to support Mr. Durbin's response to me and, AGAIN, copies of my original and amended complaints.*

*To date, I have not received ANY responses to my requests for copies of my complaints or documentation from FPL to support their response to my complaint.*

*Please provide me with a name and address where I may send my letters and documentation to have someone above Mr. Durbin review this issue.*

*Sincerely,*

*Robert P. Shuhi*

*bob\_shuhi@hotmail.com*

*226 Citrus Trail*

*Boynton Beach, FL 33436*

*(561) 734-2039*

**Robert Shuhi**

---

**From:** "Florida Governor" <jeb.bush@myflorida.com>  
**To:** "Robert Shuhi" <bob\_shuhi@hotmail.com>  
**Sent:** Sunday, September 09, 2001 3:02 PM  
**Subject:** Automatic response to your email

Thank you for your e-mail. This is an automatic response, which serves as an immediate means to acknowledge my receipt of your message.

I am currently experiencing a large volume of e-mails, and your questions will be answered as soon as possible.

I appreciate hearing from concerned citizens like you. Please feel free to continue to keep me informed on issues that are important to you. Thank you again for writing.

Sincerely,

Jeb Bush

9/9/2001



Thank you for your e-mail to Governor Bush. The Governor is sorry to learn of your problem and has asked me to respond.

You may contact the Office of the Public Counsel, headed by attorney Jack Shreve. The counsel's job is to advocate for the public interest in utilities matters. His address is Office of the Public Counsel, 812 Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1400, and his telephone number is 850/488-9330.

I hope this matter can be resolved. If the Governor can assist you with any other concern, please let him know.

Sincerely,

Katherine Black

Office of Citizens' Services

-----Original Message-----

From: Robert Shuhi [mailto:bob\_shuhi@hotmail.com]  
Sent: Sunday, September 09, 2001 3:02 PM  
To: jeb@myflorida.com  
Subject: Florida Public Service Commission

Dear Governor Bush:

I registered a complaint with the Florida Public Service Commission (FPSC) on the telephone on 17 July 2001. On 20 July 2001, after a telephone conversation with Florida Power & Light (FPL) and Mr. Dick Durbin of the FPSC. I asked Mr. Durbin to amend my original complaint to include issues that were omitted when he filed my original complaint. On 23 July 2001, I sent a certified letter identifying the issues I wanted addressed in my complaint and I requested a copy of my original complaint and my amended complaint.

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To date, I have not received ANY responses to my requests for copies of my complaints or documentation from FPL to support their response to my complaint.

Please provide me with a name and address where I may send my letters and documentation to have someone above Mr. Durbin review this issue.

Sincerely,

Robert P. Shuhi  
bob\_shuhi@hotmail.com <[mailto:bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)>  
226 Citrus Trail  
Boynton Beach, FL 33436  
(561) 734-2039

---

Get more from the Web. FREE MSN Explorer download : <http://explorer.msn.com>  
<<http://explorer.msn.com>>

Dear Bob Shuhi,

Thank you for contacting the Florida Public Service Commission (PSC) regarding Florida Power & Light. The PSC regulates investor-owned utilities assuring adequate service and setting just, reasonable and sufficient rates.

You may file a complaint by mail with The Division of Consumer Affairs, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, by phone toll free at 1-800-342-3552, by toll free fax at 1-800-511-0809, or by e-mail at [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us).

Thank you for contacting the Public Service Commission and we look forward to hearing from you.

Sincerely,

Joy L. Anderson  
Regulatory Specialist

E-MAILS

June 10, 2001

Re: Florida Public Service Commission

Dear Mr. Shuhi,

The main regulatory group that oversees FPL's business practices is called the Florida Public Service Commission (FPSC).

The FPSC is made up of elected members and regulates other electric and non-electric utilities in the state. Although the FPSC is the main regulatory group, other groups regulate FPL. Most issues or complaints are, however, handled through the FPSC.

Since the commission's authority requires it to safeguard the interests of both the utilities and citizens of Florida, the FPSC regulates the utilities providing electric, gas, telephone, water, and waste-water services. It plays a key role in guaranteeing that the consumer pay fair rates for these services. The FPSC also creates guidelines such as:

- the Florida Administration Code (rules and guidelines), and
- the Electric Tariff (specific actions that FPL must follow).

For more information about the FPSC, see their web site:  
<http://webserv2.electro-net.com/psc/>.

Since the quality of our service is rated by the amount of inquiries, complaints, and infractions received by the FPSC, the FPSC is one way that we track how FPL is performing.

FPL's goal is to resolve customer issues without the need to contact the FPSC. We are committed to working harder and smarter to provide more choices and high quality service to our customers. We hope this information will be of assistance.

Should you have any questions regarding this matter, please do not hesitate to contact us at [fpl\\_correspondence@fpl.com](mailto:fpl_correspondence@fpl.com).

Sincerely,

Maria Alvarez

6/22/2001

FPL Customer Care Center

ma

**Robert Shuhi**

---

**From:** "Chelsea Garfield" <CGarfiel@PSC.STATE.FL.US>  
**To:** "'bob\_shuhi@hotmail.com'" <bob\_shuhi@hotmail.com>  
**Cc:** "Ruth McHargue" <RMcHargu@PSC.STATE.FL.US>; "CAF-Internet Submission" <CAF-INTERNET@PSC.STATE.FL.US>  
**Sent:** Thursday, August 02, 2001 8:34 AM  
**Subject:** RE: Rules and Procedures

Mr. Shuhi-

There are a few things that could be causing the problem. If you are accessing the web site through a dial up connection, the file could take up to five minutes to download. The page will be blank until the document has been downloaded.

The box you referred to is the Acrobat Reader Plug-in and it is what allows users to read PDF files. Sometimes when a user has an older version of this plugin they will also experience difficulties in downloading certain files. You may want to go to the Adobe web site to download the latest version of the software. I'm providing the link for you below.

<http://www.adobe.com/products/acrobat/readstep2.html>

I hope this information will help, however if you are still having problems, please don't hesitate to contact me.

Thank you,  
Chelsea Garfield  
Webmaster  
Florida Public Service Commission  
[www.floridapsc.com](http://www.floridapsc.com)  
[cgarfiel@psc.state.fl.us](mailto:cgarfiel@psc.state.fl.us)

-----Original Message-----

**From:** Robert Shuhi [mailto:bob\_shuhi@hotmail.com]  
**Sent:** Tuesday, July 31, 2001 2:35 PM  
**To:** contact@psc.state.fl.us  
**Subject:** Rules and Procedures

*Hi!*

*I have tried to download the "Rules and Procedures" from your website and it does not work for me or for friends of mine that have tried to do the same.*

*I went to General Information, Rules, and then clicked on PSC Rules PDF File Size - 1.5 megabytes. I just get a little box on a blank page that I can't do anything with.*

*Can you tell me what I am doing wrong?*

*Thank you for your help.*

*Sincerely,  
Bob Shuhi*

Get more from the Web. FREE MSN Explorer download : <http://explorer.msn.com>

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: 733-1588  
e-mail: bob\_shuhi@hotmail.com

20 July 2001

CERTIFIED MAIL

Dick Durban  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

My  
CORRESPONDENCE  
TO FPSC

RE: Florida Power & Light Company  
Complaint No: 391764E

Dear Mr. Durban:

As per our conversation today regarding Complaint Number 391764E, the complaint failed to include several matters that we discussed on the telephone on 17 July 2001.

The issues I want addressed in this complaint are:

1. I want Florida Power & Light Company (hereinafter referred to as "FPL") to substantiate any claim or right to have their equipment on my property.
2. I want a letter to me and everyone served by the transmission lines that run through my property that FPL did not have an easement or my permission to have their equipment on my property.
3. I want compensation and damages from FPL and any other relief as may be equitable for the wrongful use and interference with my enjoyment of my property.

I anticipate your cooperation in this matter. If you have any questions or require additional information, please contact me.

Sincerely,

Robert P. Shuhi

cc: Nancy A. Stone, Esquire

**Robert P. Shuhi**  
**226 Citrus Trail**  
**Boynton Beach, Florida 33436-1831**  
**(561) 734-2039/Fax: 733-1588**  
**e-mail: bob\_shuhi@hotmail.com**

**23 July 2001**

**CERTIFIED MAIL**

**Dick Durban**  
**Florida Public Service Commission**  
**Division of Consumer Affairs**  
**2540 Shumard Oak Boulevard**  
**Tallahassee, Florida 32399-0850**

**RE: Complaint No: 391764E**

**Dear Mr. Durban:**

**I am hereby requesting:**

- 1. A copy of the original complaint number 391764E.**
- 2. A copy of the amended complaint number 391764E.**
- 3. A copy of the rules and procedures that govern the Florida Public Service Commission.**

**I anticipate your prompt attention to my request.**

**Sincerely,**

**Robert P. Shuhi**

**cc: Nancy A. Stone, Esquire**



Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: (561) 733-1588  
e-mail: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

23 August 2001

**CERTIFIED MAIL**

Dick Durbin  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Complaint No: 391764E

Dear Mr. Durbin:

I am hereby requesting a copy of all documentation Florida Power & Light (hereinafter referred to as "FPL") supplied to you in response to my complaint.

In particular, I want the documentation from FPL that supports their claims in the following issues:

1. The use of FPL's Tariff Sheet Number 6.020§2.9 (Right of Way) as the reason FPL installed their facilities, on what later became my property, in 1989 instead of using their existing easement, recorded in 1988 (the one they are using now).
2. "FPL advised the PSC that it has installed new, underground service within a recorded easement outside your property." I want the documentation for the completion of that work.
3. FPL's Tariff Sheet Number 6.020§5.3 (Relocation of Company's Facilities).

Mr. Durbin, on 23 July 2001, I mailed you a certified mail request for a copy of my original complaint and a copy of my amended complaint. Your office received that request on 26 July 2001. I have not received a copy of either complaint. Please forward copies of those complaints to me along with the documentation I am requesting.

*Mr. Durbin  
Page 2  
23 August 2001*

*I anticipate your prompt attention to my request.*

*Sincerely,*

*Robert P. Shuhi*

*cc: Nancy A. Stone, Esquire*

*P.S. I noticed I misspelled your surname in my prior  
correspondence. I am sorry.*

COMMISSIONERS:  
E. LEON JACOBS, JR., CHAIRMAN  
J. TERRY DEASON  
LILA A. JABER  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI

STATE OF FLORIDA

DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

*FPS C*  
*2<sup>nd</sup>*  
*RESPONSE*

*Public*

*mission*

September 24, 2001

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436-1831

CERTIFIED MAIL

Dear Mr. Shuhi:

This is in response to your August 23, 2001, letter concerning your complaint against Florida Power and Light Company (FPL).

In your correspondence you requested documentation from FPL explaining why the company placed its facilities on the property that you later purchased rather than placing them within the easement that was available to the company at that time. I forwarded your letter to FPL and requested that the company provide the documentation you have requested. I have also asked that FPL provide you with the documentation concerning the installation of underground service within the recorded easement. FPL's response to your request is enclosed with this letter.

I have enclosed with this letter a copy of FPL's Tariff Sheet No. 6.040§5.3, which is the page that contains FPL's tariff concerning Relocation of Company Facilities. I have also enclosed a copy of your complete file on this complaint. It appears that you did not receive the copy of your complaint file that was sent to you previously so I have sent this letter by certified mail in order to verify that it was delivered to you.

Mr. Robert Shuhi  
Page 2  
September 24, 2001


Please let me know if you have any questions. I can be reached at 1(800)342-3552 or at [ddurbin@psc.state.fl.us](mailto:ddurbin@psc.state.fl.us).

Sincerely,

A handwritten signature in cursive script that reads "Dick Durbin".

Dick Durbin  
Regulatory Consultant

Enclosures (2)

 **Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
 Alternate Name:  
**Service Address:** 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

**FPSC Log:** 391764E      **Received From:** Caf  
**Account #:** 43078-1120      **Response Type:** Supplemental 1  
 0

*TOTAL PAGES 2*

**Response Comments:**

In a letter dated August 23, 2001, Mr. Robert P. Shuhi requested the following information from the FPSC.

1) Why had FPL installed service on his property rather than using a FPL easement?

**Response:** At the time these facilities were installed, an agreement was reached between the property owner/developer and FPL as to the location of the facilities. Therefore, the new owner purchased the property with the existing condition.

2) Documentation of the completed underground work within the easement.

**Response:** As stated in the Final Response to the FPSC, the facilities on Mr. Shuhl's property were de-energized as of July 23, 2001. The completed work mentioned on the response was specific to Mr. Shuhl's request. Additional work is still being conducted in the area to improve the service reliability to the entire subdivision. Mr. Shuhl would not have seen an interruption in service when it was switched from the overhead (on his property) to underground (on the recorded easement). During a conversation with Mrs. Nodar on September 17, 2001, Mr. Shuhl agreed that he would accept the response from FPL to the FPSC as written documentation.

3) Copy of FPL Tariff Sheet 6.040, Section 5.3, Relocation of Company's Facilities has been attached for your review.

**Approval Signature:** Ramon Ferrer  
**Approver's Title:** Power Systems Supervisor  
**Date of Approval:** 09/17/2001

## FLORIDA POWER &amp; LIGHT COMPANY

Twelfth Revised Sheet No. 6.040  
Cancels Eleventh Revised Sheet No. 6.040

## 5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aeriels or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

## 6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
- information which satisfies the Company's application requirements for no deposit; or
  - a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - a guaranty satisfactory to the Company to secure payment of bills
- (2) Each guarantor must enter into a guaranty contract set forth as Tariff Sheet No. 9.400 or 9.410. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3

Issued by: P. J. Evanson, President  
Effective: July 8, 1998

Request No. 391764E

Name SHUHI ,BOB MR.

Business Name

**Consumer Information**

Name: BOB SHUHI

Business Name:

Svc Address: 226 CITRUS TRAIL

County: Palm Beach Phone: (561)-734-2039

City/Zip: Boynton Beach / 33436-

Account Number:

Caller's Name: BOB SHUHI

Mailing Address: 226 CITRUS TRAIL

City/Zip: BOYNTON BEACH ,FL 33436-

Can Be Reached:

E-Tracking Number:

**Florida Public Service  
Commission - Consumer Request  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
850-413-6100**

**Utility Information**

Company Code: EI802

Company: FLORIDA POWER & LIGHT COMPANY

Attn. Roseanne Lucas391764E

Response Needed From Company? Y

Date Due: 08/07/2001

Fax: 6W1,305-552-3849

R

Interim Report Received: / /

Reply Received: 08/06/2001

Reply Received Timely/Late: T

Informal Conf.: N

**PSC Information**

Assigned To: CAF

Entered By: DDURBIN

Date: 07/17/2001

Time: 14:43

Via: PHONE

Prelim Type: OTHER

PO:

Disputed Amt: 0.00

Supmntl Rpt Req'd: 08/27/2001

Certified Letter Sent: / /

Certified Letter Rec'd: / /

Closed by: JRD

Date: 08/10/2001

Closeout Type: NJ-04

Apparent Rule Violation: N

Customer says he purchased his home in 1992. At that time he found that the company did not have an easement for some of the facilities on his property. He says he tried to get FPL to move the facilities then but the company insisted that it had prescriptive rights to have the facilities there. He has done some research and found that the company does not have prescriptive rights and he wants the facilities off his property.

Dick Durbin

7/20/01 Customer called and he is going to send me a letter to add to his complaint. Dick Durbin

7/23/01 Received correspondence from customer concerning his complaint. Faxed correspondence to FPL. Dick Durbin

Request No. 391764E

Name SHUHI ,BOB MR.

Business Name

/26/01 Customer correspondence received and delivered to Dick Durbin. NChester

26/01 Customer's letter requested a copy of the complaint and a copy of our "rules and procedures." I called him and asked which section of the rules he wanted. He said he wanted all of them. I told him that would be hundreds of pages. He said he would pay it. I sent him an e-mail asking if I could send it to him on diskette as an html file. I also attached one section of the rules to the e-mail for him to test to see if he could open it. Dick Durbin

3/06/2001 Report received via fax. AHashisho

Cross-reference: Case No. 3961250 - Kate Smith

/10/01 Closed with letter advising customer that we can not adjudicate damages and that the company appears to be in compliance with rules and tariffs. Dick Durbin

/24/01 Certified letter receipt received. Dick Durbin

/27/01 Received certified letter from customer. Dick Durbin

/28/01 FAX TO FPL: SEE ATTACHED LETTER IN WHICH THE CUSTOMER IS REQUESTING FURTHER DOCUMENTATION CONCERNING HIS COMPLAINT. PLEASE PROVIDE THE INFORMATION REQUESTED IN ITEMS 1 AND 2 ON HIS LIST. DICK DURBIN


09/19/2001 Report received via fax. Forwarding to Dick Durbin for review. AHashisho

10/24/01 Sent certified letter to customer along with a copy of FPL's report. Dick Durbin

---

Request No. 391764E Name SHUHI ,BOB MR. Business Name \_\_\_\_\_




**Customer Inquiry Response**

**Customer's First Name:** ROBERT  
**Last / Business Name:** SHUHI  
 Alternate Name:  
**Service Address:** 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

<b>FPSC Log:</b>	391764E	<b>Received From:</b>	Caf
<b>Account #:</b>	43078-1120	<b>Response Type:</b>	Supplemental 1
	0		

*TOTAL PAGES 2*

**Response Comments:**

In a letter dated August 23, 2001, Mr. Robert P. Shuhi requested the following information from the FPSC.

1) Why had FPL installed service on his property rather than using a FPL easement?

**Response:** At the time these facilities were installed, an agreement was reached between the property owner/developer and FPL as to the location of the facilities. Therefore, the new owner purchased the property with the existing condition.

2) Documentation of the completed underground work within the easement.

**Response:** As stated in the Final Response to the FPSC, the facilities on Mr. Shuhi's property were de-energized as of July 23, 2001. The completed work mentioned on the response was specific to Mr. Shuhi's request. Additional work is still being conducted in the area to improve the service reliability to the entire subdivision. Mr. Shuhi would not have seen an interruption in service when it was switched from the overhead (on his property) to underground (on the recorded easement). During a conversation with Mrs. Nodar on September 17, 2001, Mr. Shuhi agreed that he would accept the response from FPL to the FPSC as written documentation.

3) Copy of FPL Tariff Sheet 6.040, Section 5.3, Relocation of Company's Facilities has been attached for your review.

Approval Signature:	<u>Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Supervisor</u>
Date of Approval:	<u>09/17/2001</u>

## FLORIDA POWER &amp; LIGHT COMPANY

Twelfth Revised Sheet No. 6.040  
Cancels Eleventh Revised Sheet No. 6.040

## 5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aeriels or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

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## 6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
  - a) information which satisfies the Company's application requirements for no deposit; or
  - b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - c) a guaranty satisfactory to the Company to secure payment of bills
- (2) Each guarantor must enter into a guaranty contract set forth as Tariff Sheet No. 9.400 or 9.410. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3.

Issued by: P. J. Evanson, President  
Effective: July 8, 1998

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: (561) 733-1588  
e-mail: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

23 August 2001

**CERTIFIED MAIL**

Dick Durbin  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



RE: Complaint No: 391764E

Dear Mr. Durbin:

I am hereby requesting a copy of all documentation Florida Power & Light (hereinafter referred to as "FPL") supplied to you in response to my complaint.

In particular, I want the documentation from FPL that supports their claims in the following issues:

1. The use of FPL's Tariff Sheet Number 6.020§2.9 (Right of Way) as the reason FPL installed their facilities, on what later became my property, in 1989 instead of using their existing easement, recorded in 1988 (the one they are using now).
2. "FPL advised the PSC that it has installed new, underground service within a recorded easement outside your property." I want the documentation for the completion of that work.
3. FPL's Tariff Sheet Number 6.020§5.3 (Relocation of Company's Facilities).

Mr. Durbin, on 23 July 2001, I mailed you a certified mail request for a copy of my original complaint and a copy of my amended complaint. Your office received that request on 26 July 2001. I have not received a copy of either complaint. Please forward copies of those complaints to me along with the documentation I am requesting.

*Mr. Durbin  
Page 2  
23 August 2001*

*I anticipate your prompt attention to my request.*

*Sincerely,*

*Robert P. Shuhi*

*cc: Nancy A. Stone, Esquire*

*P.S. I noticed I misspelled your surname in my prior  
correspondence. I am sorry.*

STATE OF FLORIDA

COMMISSIONERS:  
E. LEON JACOBS, JR., CHAIRMAN  
J. TERRY DEASON  
LILA A. JABER  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI



DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

# Public Service Commission

August 13, 2001

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

CERTIFIED MAIL

Dear Mr. Shuhi:

This is in response to your complaint concerning Florida Power and Light Company (FPL).

PSC rules concerning easements are limited to the following:

*25-6.076, Florida Administrative Code, Rights of Way and Easements*

*(1) Within the applicant's subdivision the utility shall construct, own, operate and maintain distribution lines only along easements, public streets, roads, and highways which the utility has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the utility may be obtained without cost or condemnation by the utility.*

*(2) Rights of way and easements suitable to the utility must be furnished by the applicant in reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the applicant before the utility will commence construction, all at no charge to the utility. Such clearing and grading must be maintained by the applicant during construction by the utility.*

In compliance with this rule and with FPL's Tariff Sheet No. 6.020§2.9, copy enclosed, the developer allowed FPL to install its facilities, on what later became your property, in 1989. The PSC does not have authority to determine whether FPL's lines and poles are located within an easement or if the company has prescriptive rights for the current location of the facilities. Only a court of proper jurisdiction can resolve that dispute.

In your complaint you requested "compensation and damages from FPL and any other relief as may be equitable for the wrongful use and interference with my enjoyment of my property." The PSC does not have jurisdiction to adjudicate damages against a utility. Again, only a court of proper

ORIGINAL

Mr. Robert Shuhi  
Page 2  
August 13, 2001

jurisdiction can award such damages.

FPL advised the PSC that it has installed new, underground service within a recorded easement outside your property. The lines on your property have been de-energized and FPL will remove them as soon as the company receives your permission to enter your property.

I am sorry that I could not further assist you, however it appears that FPL is in compliance with its tariff and PSC rules. Please understand that my inability to be of further assistance in this matter stems from statutory limitations rather than a lack of concern on my part.

Please let me know if you have any questions. I can be reached at 1(800)342-3552 or at [ddurbin@psc.state.fl.us](mailto:ddurbin@psc.state.fl.us).

Sincerely,




Dick Durbin  
Regulatory Consultant

cc: FPL

Enclosures (2)

ORIGINAL

 **Customer Inquiry Response**

Customer's First Name: ROBERT  
 Last / Business Name: SHUHI  
 Alternate Name:  
 Service Address: 226 CITRUS TRL  
 BOYNTON BEACH, FL 33436

FPSC Log: 391764E Received From: Caf  
 Account #: 43078-11200 Response Type: Final

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TOTAL 3 PAGES

**Response Comments:**

On July 17, 2001, Mrs. Blanca Nodar, Power Systems Coordinator, contacted Mr. Shuhi to address his request that FPL remove its facilities from his property. Mrs. Nodar provided her name and telephone number should the customer have any concerns while the investigation was pending.

FPL facilities were installed on the customer's property in approximately 1989 to serve Mr. Shuhi's residence, as well as the rest of the development. The property was purchased already encumbered with the electric facilities and any reasonable inspection of the property would have indicated the presence of the FPL facilities. Therefore, the property owner did have notice of the facilities on the property at the time of purchase.

Because these facilities were installed to provide electric service to the property, the developer, as a condition of electric service, would have given consent to the construction of the facilities on the property. The FPL Tariff (Section 2.9 - Right of Way) requires that "the Customer grant or cause to grant to the Company and without cost to the Company all rights, easements, permits and privileges, which in the opinion of Company are necessary for the rendering of service to the Customer."

A letter was prepared and mailed to Mr. Shuhi on July 18, 2001 by the Service Planning Supervisor, Mr. Jose Ramos (copy attached). In this letter it was explained how a new underground feed would be installed in the existing easement at 227 Citrus Trail. The customer was informed this work would be completed without FPL having to go on the customer's property. However, FPL would need his permission to go on his property to remove the existing facility which, at that time, would be de-energized.

On July 20, 2001, Mrs. Blanca Nodar and Mr. Jose Ramos held a conference with to Mr. Shuhi providing FPL's position regarding the overhead facilities on his property. At that time, Mr. Shuhi stated that he would not allow FPL on his property to remove the facilities and, furthermore, requested that FPL compensate him for the use of his property. Mr. Shuhi was informed of the tariff (as stated above) that allowed FPL to be on his property and, therefore, compensation of any kind was respectfully denied.

Robert Shuhi  
391764E  
Page 2 of 3

Locates were completed on July 18, 2001. On Friday, the boring crew began their work and were completed by Tuesday, July 24th. The overhead crews completed their work on July 23, 2001. Cable was pulled and all work was completed by July 30, 2001. The new line is now energized and serving these customers.

On July 23rd, a letter was received by Mr. Ramos from the customer (available at your request) stating he would not give FPL permission to enter his property to remove our lines, poles, etc. The line on the customer's property is currently de-energized and no longer serves FPL any purpose. Since the customer opposes removal, they may remain on his property until he chooses to notify FPL to remove them.

All reasonable attempts have been made to satisfy this customer.

It appears FPL is in compliance with F.A.C. #25-6.094.

FPSC RECEIVED: 07/17/01 - FINAL REPORT: 08/06/01

Approval Signature:	<u>Bella F Pitliuk for Ramon Ferrer</u>
Approver's Title:	<u>Power Systems Coordinator</u>
Date of Approval:	<u>08/03/2001</u>

ORIGINAL



#391704E  
PAGE 3 OF 3

ORIGINAL

Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Fl. 33436

Mr. Shuhi:

In an effort to provide you and your subdivision with a higher level of electric service, Florida Power & Light will begin installing a new underground feed in existing easements at 227 Citrus Trail, and across the front of 226 Citrus Trail, again in an existing easement. We will not be going on your property as you requested, except in our easement.

After the new underground lines are energized, the overhead facilities at the rear of 226 Citrus Trail will be de-energized. Since you have requested that Florida Power & Light be granted permission to go on your property, the facilities located in your property will remain until you give us written permission to go on your property and remove them.

Once you authorize us, in writing, to have access to work on your property, Florida Power & Light will remove the overhead facilities at 226 Citrus Trail.

We will do everything possible to minimize any inconvenience during this construction. If you have any question in reference to this notice please feel free to contact my office at 561-479-4510.

Sincerely,

Jose Ramos  
Planning Supervisor

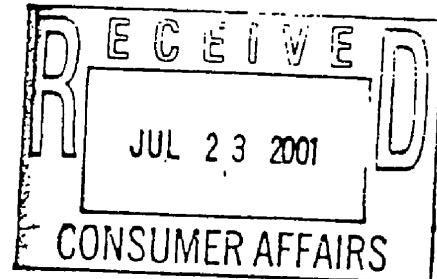
Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: 733-1588  
e-mail: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

ORIGINAL

20 July 2001

**CERTIFIED MAIL**

Dick Durban  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



RE: Florida Power & Light Company  
Complaint No: 391764E

Dear Mr. Durban:

As per our conversation today regarding Complaint Number 391764E, the complaint failed to include several matters that we discussed on the telephone on 17 July 2001.

The issues I want addressed in this complaint are:

1. I want Florida Power & Light Company (hereinafter referred to as "FPL") to substantiate any claim or right to have their equipment on my property.
2. I want a letter to me and everyone served by the transmission lines that run through my property that FPL did not have an easement or my permission to have their equipment on my property.
3. I want compensation and damages from FPL and any other relief as may be equitable for the wrongful use and interference with my enjoyment of my property.

I anticipate your cooperation in this matter. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Robert P. Shuhi".

Robert P. Shuhi

cc: Nancy A. Stone, Esquire

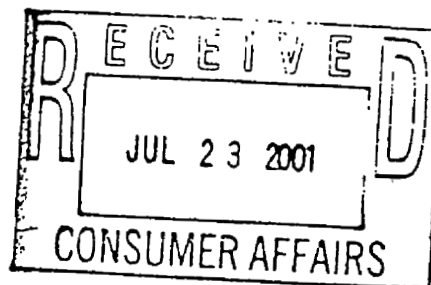
Robert P. Shuhi  
226 Citrus Trail  
Boynton Beach, Florida 33436-1831  
(561) 734-2039/Fax: 733-1588  
e-mail: [bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)

ORIGINAL

20 July 2001

**CERTIFIED MAIL**

Dick Durban  
Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



**RE: Florida Power & Light Company  
Complaint No: 391764E**

**Dear Mr. Durban:**

*As per our conversation today regarding Complaint Number 391764E, the complaint failed to include several matters that we discussed on the telephone on 17 July 2001.*

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*I anticipate your cooperation in this matter. If you have any questions or require additional information, please contact me.*

Sincerely,

Robert P. Shuhi

cc: Nancy A. Stone, Esquire

Mr. Shuhi-

There are a few things that could be causing the problem. If you are accessing the web site through a dial up connection, the file could take up to five minutes to download. The page will be blank until the document has been downloaded.

The box you referred to is the Acrobat Reader Plug-in and it is what allows users to read PDF files. Sometimes when a user has an older version of this plugin they will also experience difficulties in downloading certain files. You may want to go to the Adobe web site to download the latest version of the software. I'm providing the link for you below.

<http://www.adobe.com/products/acrobat/readstep2.html>

I hope this information will help, however if you are still having problems, please don't hesitate to contact me.

Thank you.

Chelsea Garfield

Webmaster

Florida Public Service Commission

[www.floridapsc.com](http://www.floridapsc.com)

[cgarfield@psc.state.fl.us](mailto:cgarfield@psc.state.fl.us)

-----Original Message-----

From: Robert Shuhi [mailto:[bob\\_shuhi@hotmail.com](mailto:bob_shuhi@hotmail.com)]

Sent: Tuesday, July 31, 2001 2:35 PM

To: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)

Subject: Rules and Procedures

*Hi!*

*I have tried to download the "Rules and Procedures" from your website and it does not work for me or for friends of mine that have tried to do the same.*

*I went to General Information, Rules, and then clicked on PSC Rules PDF File Size - 1.5 megabytes. I just get a little box on a blank page that I can't do anything with.*

*Can you tell me what I am doing wrong?*

*Thank you for your help.*

*Sincerely,*

*Bob Shuhi*

Get more from the Web. FREE MSN Explorer download : <http://explorer.msn.com>

STATE OF FLORIDA

COMMISSIONERS:  
E. LEON JACOBS, JR., CHAIRMAN  
J. TERRY DEASON  
LILA A. JABER  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI

DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

FPSC  
1<sup>ST</sup>  
RESPONSE

Public,

mission

August 13, 2001

Mr. Robert Shuhi  
226 Citrus Trail  
Boynton Beach, FL 33436

CERTIFIED MAIL

Dear Mr. Shuhi:

This is in response to your complaint concerning Florida Power and Light Company (FPL).

PSC rules concerning easements are limited to the following:

*25-6.076, Florida Administrative Code, Rights of Way and Easements*

*(1) Within the applicant's subdivision the utility shall construct, own, operate and maintain distribution lines only along easements, public streets, roads, and highways which the utility has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the utility may be obtained without cost or condemnation by the utility.*

*(2) Rights of way and easements suitable to the utility must be furnished by the applicant in reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the applicant before the utility will commence construction, all at no charge to the utility. Such clearing and grading must be maintained by the applicant during construction by the utility.*

In compliance with this rule and with FPL's Tariff Sheet No. 6.020§2.9, copy enclosed, the developer allowed FPL to install its facilities, on what later became your property, in 1989. The PSC does not have authority to determine whether FPL's lines and poles are located within an easement or if the company has prescriptive rights for the current location of the facilities. Only a court of proper jurisdiction can resolve that dispute.

In your complaint you requested "compensation and damages from FPL and any other relief as may be equitable for the wrongful use and interference with my enjoyment of my property." The PSC does not have jurisdiction to adjudicate damages against a utility. Again, only a court of proper

Mr. Robert Shuhi  
Page 2  
August 13, 2001

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I am sorry that I could not further assist you, however it appears that FPL is in compliance with its tariff and PSC rules. Please understand that my inability to be of further assistance in this matter stems from statutory limitations rather than a lack of concern on my part.

Please let me know if you have any questions. I can be reached at 1(800)342-3552 or at [ddurbin@psc.state.fl.us](mailto:ddurbin@psc.state.fl.us).

Sincerely,

A handwritten signature in cursive script that reads "Dick Durbin".

Dick Durbin  
Regulatory Consultant

cc: FPL

Enclosures (2)

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2.3 Point of Delivery. This is the point where the Company's wires or apparatus are connected with those of the Customer.

2.4 Character of Service. Alternating current is supplied at a frequency of approximately sixty cycles. Standard nominal voltages are 120 or 120/240 volts for single phase service and 240 volts for 3 phase delta service. Where "Wye" service is provided, the standard nominal voltages are 120 or 120/208 volts. In some locations other voltages are available. The Company will be glad to furnish information on request.

2.5 Continuity of Service. The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.

2.6 Temporary Service. Temporary service refers to service required for short term exhibitions, displays, bazaars, fairs, construction work, camps, houseboats, dredging jobs, and the like. It will be supplied only when the Company had readily available capacity of lines, transformers, generating and other equipment for the service requested. Before supplying temporary service the Company may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage.

2.7 Indemnity to Company. The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.

2.8 Access to Premises. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining and inspecting or removing the Company's property, reading meters, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass.

2.9 Right of Way. The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer.

### 3 LIMITATION OF USE

3.1 Resale of Service Prohibited. Electric service received from the Company shall be for the Customer's own use and shall not be resold. Where individual metering is not required under Subsection (5)(a) of Section 25-6.049 (Measuring Customer Service) of the Florida Administrative Code and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a Customer for electricity billed to the Customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer for no more than the Customer's actual cost of electricity.

For the purpose of this Rule:

(1) Electric service is "sub-metered" when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by FPL to the Customer for electric service, when these tenants, lessees or other entities are charged no more than a proportionate share of such bill, based on their monthly consumption as measured by such meters.

(2) Electric service is "resold" when separate electric meters are used to charge tenants, lessees or other entities more than a proportionate share of the Customer's monthly bill.

## 5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

## 6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service or upon termination of an existing Unconditional Guaranty Contract, each applicant will be required to provide:
  - a) information which satisfies the Company's application requirements for no deposit; or
  - b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
  - c) a guaranty satisfactory to the Company to secure payment of bills.
- (2) Each guarantor must enter into the guaranty contract set forth as Tariff Sheet No. 9.400. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 6% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 6% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 7% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.