

Public Service Commission

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DATE: OCTOBER 9, 2003

TO: DIRECTOR, DIVISION OF THE COMMISSION ADMINISTRATIVE SERVICES (BAYÓ)

FROM: OFFICE OF THE GENERAL COUNSEL (JAEGER) DIVISION OF CONSUMER AFFAIRS (SMITH) *[Handwritten initials]*

RE: DOCKET NO. 030828-WS - COMPLAINT NOS. 512346W AND 533120W CONTESTING HIGH WATER AND WASTEWATER BILLS FOR DECEMBER 2002 AND APRIL 2003, RESPECTIVELY, FILED BY MR. HAROLD SHRIVER AGAINST TERRA MAR VILLAGE UTILITIES, INC., IN VOLUSIA COUNTY.

AGENDA: 10/21/03 - REGULAR AGENDA - PROPOSED AGENCY ACTION - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\GCL\WP\030828r.RCM

CASE BACKGROUND

On January 14, 2003, Mr. Shriver (customer) contacted the Commission and complained that his water bill from Terra Mar Village Utilities, Inc. (Terra Mar or utility) for the month of December 2002 increased from an average daily usage of approximately 25 gallons (approximately 750 gallons per month) to more than 365 gallons per day, or 10,953 gallons per month, for a total water and wastewater bill of \$196.91. The usage recorded by the meter was actually for the period October 28, 2002, through November 22, 2002. This complaint was assigned Complaint No. 512346W and will be referred to as the First Complaint.

Approximately five months after filing the First Complaint, Mr. Shriver was billed for 4,602 gallons of water use in April

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2003. He again filed a complaint which was assigned Complaint No. 533120W, and will be referred to as the Second Complaint.

An informal conference that addressed both complaints was held on July 30, 2003, but no resolution was reached. Therefore, staff opened this docket for the Commission to consider the above-noted complaints.

Staff filed its initial recommendation dated September 4, 2003, for the Commission's consideration at the September 16, 2003, Agenda Conference. However, this recommendation was deferred at Mr. Shriver's request.

On September 29, 2003, the complainant filed a response (see Attachment 1) to staff's initial recommendation. It does not appear that the response of the complainant was served on the utility, and staff mailed a copy of the complainant's response to the utility on October 3, 2003. As of the date of this recommendation, the utility had not responded in writing to Mr. Shriver's September 29, 2003, response. However, by telephone conversation on October 8, 2003, with staff, the utility noted that the reason there has been no more incidents of leaks or exhorbitant usage is because the water is turned off at the meter.

The Commission has jurisdiction pursuant to Sections 367.011, 367.081, and 367.121, Florida Statutes.

DISCUSSION OF ISSUES

ISSUE 1: What is the proper disposition of Complaints Nos. 512346W and 533120W, filed by Mr. Harold Shriver against Terra Mar Village Utilities, Inc.?

RECOMMENDATION: The Commission should deny both complaints filed by Mr. Shriver. The meter appears to have started at zero and has been shown to be accurate, and the rates charged appear to be correct. Moreover, there was evidence that Mr. Shriver was having problems with his piping, his commode, and his washing machine which might account for excessive usage. (JAEGER, K. SMITH)

STAFF ANALYSIS:

Customer Allegations

In his First Complaint, Mr. Shriver states that he could not have used over 10,000 gallons from October 22 through November 22, 2002, especially when he did not even arrive in Florida until November 9, 2002. He further alleges that there was no leakage of water during that time, otherwise the street and surrounding homes would have been flooded. Mr. Shriver does admit that on November 10 and 11, 2002, he had new water pipes installed, but that during the installation, either very little (less than a pint) or no water was lost as the project was under close supervision and the water was shut off at the meter. He suspects that the meter is either faulty or was misread or for some other reason he was given false usage figures.

The customer requested a full investigation from the utility and a thorough explanation and justification for the alleged water usage. Also, on November 11, 2002, Mr. Shriver requested a meeting with Mr. Frank Uddo of the utility to discuss this discrepancy, but did not receive a response from the utility.

At the request of Terra Mar, a new meter was installed by Wekiva Utility of Central Florida, Inc. (Wekiva), on March 26, 2002. Wekiva is an unrelated utility and provides meter installation and repair service to Terra Mar. Mr. Shriver states that he did not request the new meter, and did not know of its installation in time to have someone there to observe its installation. He thinks that Terra Mar singled him out in

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replacing his meter, and that there was some other purpose for replacing his meter.

For this First Complaint the amount in dispute was listed as \$196.91. While Mr. Shriver ~~does not like the concept of~~ ~~believes~~ the base facility charge is excessive, he does recognize that the utility is entitled to collect this amount, and so the actual amount in dispute for this first complaint would be \$167.69 (\$196.91 less base facility charge of \$29.22).

Mr. Shriver states that he paid the \$196.91 amount under protest with a \$200 cashiers check (received change of \$3.09). However, Mr. Shriver indicated that his wife had also sent a check in the amount of \$29.22 for the basic service, and that, therefore, at the very least, he had paid the basic facility charge twice.

Mr. Shriver remained in Florida from November 9, 2002 through March 24, 2003, when he returned to his home in Maryland. For the months when he was in Florida his water usage was as follows:

October 28, 2002, through November 22, 2002	10,953 gallons
November 22, 2002, through December 30, 2002	1,147 gallons
December 30, 2002, through January 28, 2003	598 gallons
January 28, 2003, through February 24, 2003	496 gallons
February 24, 2003, through March 28, 2003	775 gallons

Four days after Mr. Shriver left to return to his home in Maryland, the utility read his meter (and the meter reading on March 28, 2003, was "14,015," for a use of 775 gallons in that period). However, after he had been gone a little over a month, the next meter reading on April 28, 2003, jumped from the 14,015 figure to 18,617, for a usage of 4,602 gallons, and a bill of \$99.67.

Mr. Shriver stated that he had insured all water was off to his mobile home and that it was not possible to have used that much water when he was not even there. Therefore, he again contacted the Commission and registered his Second Complaint contesting the \$99.67 bill. He states that he has not paid this bill in an attempt to force the utility to cut him off again so that he would at least not have to worry about any more outrageous usage amounts, and that he would rather pay the reconnect fee than have to worry

about these huge bills. For the Second Complaint, the amount in dispute is \$99.67 (includes the \$29.22 base facility charge).

Utility's Response

On February 4, 2003, the utility provided a reply to the First Complaint. The utility states that a monthly meter reading was conducted on November 20, 2002 (bill shows November 22, 2002, as the reading date), and a noticeable high water usage was observed. The utility investigated and found evidence of repair work that had been done prior to the meter reading, which extended from the meter box to Mr. Shriver's house. The utility further stated that the meter was read a little earlier than usual because of the Thanksgiving holiday.

Also, on January 20, 2003, a Flow Meter Accuracy Test was conducted by the Florida Rural Water Association, an independent testing company. The meter was found to be accurate. Mr. Shriver confirms that the test was done and that the meter was accurate.

The utility states that Mr. Shriver visited the company's office to pay his bill and agreed to pay the amount charged. The utility further states that Mr. Shriver admitted that he had a leak, had very low water pressure in the shower, and had made repairs. He paid his bill with a cashier's check on December 26, 2002. Also, the utility admits that it did initially receive a check from Mr. Shriver's wife, but that the double payment of the base facility charge was refunded and had already been taken into account.

In further response, the utility sent ten photographs of the customer's mobile home, lawn, and meter. These photographs showed what was purported to be the ground which had been dug up leading to Mr. Shriver's mobile home (indicating a pipe replacement), and also what appeared to be a commode and old rotted wood in the carport (indicating a water leak). The utility indicated that no adjustment to the bill would be made.

Staff Actions Prior to Informal Conference

For the First Complaint, Consumer Affairs (CAF) staff reviewed the company report on May 12, 2003. On May 13, 2003, staff's findings were shared with the customer. Mr. Shriver was not

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satisfied with the proposed resolution of the case, and stated that he checked the site prior to digging (and there was no obvious leak). He did admit to staff that 41 gallons were lost during the repair of his pipes (later changed this figure to as much as 63 gallons). The reason for the repair was that the customer could not get water to his shower, and required the replacement of one pipe in the home.

By letter dated May 22, 2003, Mr. David Hanna, State Circuit Rider District 3 of the Florida Rural Water Association, contacted CAF staff and stated the following with regard to the Second Complaint:

At the request of . . . Terra Mar Village Utilities, I performed a visual inspection of the service of Mr. Harold Shriver. Upon arrival, I immediately noticed the service line from the meter to the house had been repaired or replaced and that the ground had been disturbed recently and new plumbing installed. The service line was shutoff when I arrived so I opened the valve and noticed an obvious leak in the new plumbing installed and turned the service valve off immediately. No further investigations were possible due to this leak.

~~In his response dated September 29, 2003, the complainant requested and was provided a copy of this letter.~~ Based on this letter and the test showing the meter to be accurate, by letter dated May 30, 2003, CAF staff proposed to close the Second Complaint of Mr. Shriver. However, he again disagreed with staff's conclusions and requested an informal conference for this complaint also.

On July 14, 2003, Mr. Uddo from Terra Mar Village Utilities, contacted staff to discuss the case. Upon request of staff, the utility immediately provided a billing usage history. Also, upon request of staff, the utility provided documentation showing that there is a steady process of changing out meters and that Mr. Shriver was not singled out. In full settlement of the case only, the utility stated that it would credit Mr. Shriver's wastewater account with 5,000 gallons, as recognition that "maybe" half of the approximate 10,000 gallons used did not flow back through the sewage system.

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Staff contacted Mr. Shriver on July 15, 2003, and he alleged that the water never flowed through his meter and that when the meter was installed, an extra 10,000 gallons were added to the meter. The customer said he believes the additional gallons were added to his meter to compensate the utility for credits it applied to his account (in another complaint made by Mr. Shriver, the utility had agreed that it would not collect approximately eight months worth of base facility charges which would have totaled a little over \$200).

Mr. Shriver requested an informal conference on both complaints, and the informal conference was scheduled and held on July 30, 2003. The utility chose not to participate. However, both Mr. Frank Uddo and Mr. Joe Uddo of the utility did request staff counsel to pass along their offer of settlement.

Informal Conference

During the informal conference, staff notes that Mr. Shriver admitted making some 22 repairs to his mobile home. In his response dated September 29, 2003, Mr. Shriver states that these 22 repairs had "nothing to do with the flow of water." He also states that the repairs "had nothing to do with the innuendo that a commode leaked," that the washing machine had a cut-off valve, and that when he leaves the home, "the in-flow valves are shut off to prevent a leak."

The first and most obvious repair was made on or about November 10 and 11, when Mr. Shriver, working with a plumber, replaced the old and corroded pipe that led to his home. He also said that he could not get water to his shower and that, to do so, he had to replace a pipe in his mobile home. Mr. Shriver also admitted that a screw was cracked on his commode and that it was leaking and could not be made to seal, and that he replaced both the commode and the floor in the bathroom. Further, Mr. Shriver admitted that he was having problems with his washing machine such that he could not get the water to spin out and the water was backing up into his mobile home, and so he replaced the washing machine. These later repairs and replacements were made in the time period from January through early March 2003.

In addition, Wekiva confirmed that it had replaced Mr. Shriver's meter on March 26, 2002, and that the meter had been

zeroed out. Moreover, Mr. David Hanna of the Florida Rural Water Association confirmed that he had done a meter test on January 20, 2003, and that the meter was accurate (he ran 5 gallons through the meter and it actually only read 4.9 gallons). Finally, by letter dated May 22, 2003, Mr. David Hanna said that he performed a visual inspection of the service of Mr. Shriver, and that he observed a leak in the new service lines which had been installed by a plumber hired by Mr. Shriver.

Notwithstanding all the above, Mr. Shriver alleges that Mr. Frank and Joe Uddo have manipulated the meter on both occasions to show the excessive use of over 10,000 gallons in November of 2002, and 4,602 gallons in April of 2003. Whether there has been meter tampering is a criminal action over which the Commission has no jurisdiction.

The Commission, however, does have jurisdiction over Mr. Shriver's billing disputes. Based on the above, staff recommends that the Commission deny both complaints filed by Mr. Shriver. The results of staff's investigation show that the meter appears to have started at zero and is accurate, and the rates charged appear to be correct. Moreover, there is evidence that Mr. Shriver was having problems with his piping, his commode, and his washing machine which might account for excessive usage.

On July 16, 2003, the utility filed an application for the Commission to approve the transfer of the utility's assets to the City of Edgewater (City). Pursuant to Section 367.071(4)(a), Florida Statutes, such transfer must be approved as a matter of right. The Commission has not yet acknowledged the transfer to the City, and the billing disputes involve billing cycles prior to the transfer. Therefore, the Commission has jurisdiction to resolve these complaints.

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ISSUE 2: Should the docket be closed?

RECOMMENDATION: If no person whose substantial interests are affected by the proposed agency action files a protest within twenty-one days of the issuance of the order, a consummating order should be issued, and the docket closed. (JAEGER, K. SMITH)

STAFF ANALYSIS: If no person whose substantial interests are affected by the proposed agency action files a protest within twenty-one days of the issuance of the order, a consummating order should be issued, and the docket closed.

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Comes now Complainant Harold Shriver's corrections to Case Docket No. 030828 WS Complaint No. 512346W and Complaint No. 553120W report dated September 4, 2003, Rec 9-8-2003. no signature given, from office of General Counsel (Jeager), initial RRJ Division of Consumer Affairs (Smith) initials KES and others illegible.

Page 3, second paragraph - at statement "would have been flooded" so stated by the Edgewater Fire Department response to the excessive 10,744 gallons lost in the matter, as reported in customer's original complaint, sent to PSC dated June 9, 2003.

Page 3, last paragraph - If Wekiva Utility of Central Florida did the installation on March 26, 2002 as you stated they would attest to the condition of the new meter etc. I was not informed of any new meter works until April 19, 2002, only two days after my April 16, 2002 teleconference on the previous case dated September 2000. I contend when one studies these dates, the utility did manipulate the customer without due notice and for only the utilities manipulative benefit. This demands fraudulent investigation.

Page 4 - While Mr. Shriver does not like the concept of the base charge etc. is not a true statement, only your opinion. I have been charged and have paid \$8500 during 23 years home ownership there and used approximately 9,000 gallons of water. It does seem excessive.

Page 4, second paragraph - Only 10 days after Mr. Shriver stated they had twice taken the basic facility charge did the utility return that double charge. It wasn't voluntary.

Page 5 - Under Utilities Response, Paragraph 1 - We were observed during my pipe replacement line to my house many times (by a drive by by Joseph Uddo, who even stopped to chat with NO response from the workers on customer's side of meter). If on the utility's read date of November 20, 2002 the reading was so unrealistically high, why did they not come to us out of concern? Seems unreal to the whole point of sneaky. Why? P.S. never before had they read the meter because it was Thanksgiving time.

Page 4 Continued, paragraph 3 - The whole inference in paragraph 3 is incorrect. The correct statement should read "Mr. Shriver came to the office to make sure the bill had been paid by his wife in Maryland before the delinquency date of December 23 and it was paid as expected by his wife in the utility office on December 23." I was however shocked to learn of the \$196.91 bill (very excessive) and I so stated to Joseph Uddo that that had to be an error. yet there was no reaction where upon I paid the amount and asked there and then for a meeting with Mr. Frank Uddo. There was NO reply other than "That is the reading". PSC maintains customer pay the bill and enter your contest as was previously told in PSC writing in a previous case to pay then recover. I did as I was told. The utility did not report the truth. The truth was that I chose to replace the MAIN water line from the meter to my home after 23 years the old metal pipe was so badly corroded it would only allow drops (no flow) into my shower and had NO pressure even to the kitchen. It was replaced with new plastic line allowing much improvement.

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The utility (Joseph Uddo) should also have told you that only minutes later he came to my residence and specifically asked if I would state on the back of the Cashiers check it was payment of the water/sewage bill which I did write to alleviate his anxiety. This utility is and has been very manipulative.

Page 4, paragraph 4 - Reference the underlined should not be a part of the utilities response. First, the old metal line is still buried in the same area as the NEW line for anyone's inspection there NOW and the customer maintains he (Shriver) had the right to replace the meter-to-home line in my own land. And the commode and old rotten wood was photographed unknowingly by the artists by trespass by the utility, however, that underlined work did not take place until January, 2003, long after the excessive water bill had happened. Seems the utility is just groping at finger pointing for excuses and should NOT be included in the utility response, as they are NOT true and correct.

Page 4, Staff actions prior to Informal Conference - Please review my (oversize) page that correctly reflects the May, 2002 reading as 41 gallons spillage at that meter during the change over to the new meter not on March 26, 2002 as you state and correctly on April 19, 2002 as the utility reported to me after the fact. Then two months after the April meter charge the gallonage (their meter reading) showed 46 gallons. Read carefully my large sheets sent you in June 9, 2003 letter.

Page 4, paragraph 4 - These pages are the utilities own bills to me. And a careful study of them identifies all facts and attempts to sting the customer and the fraud needs to be exposed.

Page 6, "At the request of....." paragraph - This had to be after the leaving of my home by customer and I have a witness to the fact that plumbing was sound at that time on March 24, 2003. Some trespasser must have damaged the pipe, however. Why did the line all of a sudden leak just sitting unused? Or, did some foul play happen? I believe the latter, before the utilities called Mr. David Hanna the second (April 2003) call time. Someone has to be lying. Could customer have a copy of this letter from Mr. Hanna? Why did it take Mr. Uddo six months to call to discuss the case (from December 23, 2002 until July 14, 2003)? I totally WANT a federal hearing to express ALL the issues of attempted fraud to this customer. Why Mr. Uddo (whichever one, Joseph or Frank Uddo) is so generous to offer so little restitution to hope I would accept is ludicrous. Let's argue it out to better understand the correctness.

Page 7 - Why in the first paragraph did both Mr. Uddo's choose not to participate. I'll answer that. Mr. Joseph Uddo in front of Mr. David Hanna stated, "(1) This old man refuses to pay the amenities fees", and a few minutes later (2) said before Mr. Hanna "See there, the dumb old son of a bitch won't even believe the meter reading." That abuse was uncalled for and it is the manner they operate when they think they have an advantage. That is why they destroyed

two window panes in my home after PSC required them to turn my water on without charge in the earlier customer complaint proven to be in favor of the customer.

Page 7, Informal Conference - This entire area of writing by the staff writer is untrue, and could better be restated correctly as....."Mr. Shriver made note of 22 repairs to the home having nothing to do with the flow of water. Counter- floor edges- general age of the home, none of which was cause for leaks, these were ALL general home areas needing replacement years past, not severe but had nothing to do with the innuendo that a commode leaked (when I leave the home the in-flow valves are shut off to prevent a leak." Someone is reading much that is untrue when they point to such accusations that I was careless. A washing machine that has a cut-off valve to this date would not account for running water being lost. And anyone maintains that as the possible cause is groping for answers. Anyone is welcome to enter the home to ascertain what causes exist for the customer complaints. I feel that PSC needs to be objective in these resolutions and not subjective. You seem to disbelieve ALL the customer swears and yet you are 100% for the utility, which has opted to absent themselves as obviously they chose to do. And, I do not intend to allow that to pass! It is time that tort law make changes where and when a case as important as this one allows abuse, attempted fraud and obvious mistakes to take precedence over truth and honesty. Why do you think I would fight so strenuously for so small a loss? I want rather correctness and responsibility and integrity in the findings in this case. I know of other similar cases in Terra Mar Park, however, the homeowners lack the perseverance and ability to speak up and follow through.

Page 7, Meter had been zeroed out - NOT SO. Untrue. And I don't believe Mr. Hanna unless someone had deliberately gone by trespass and cut or made a leak above ground where then and only then water would flow and be lost. Enter here now at the behest of the utility. And I wouldn't put it past them.

Last paragraph - I demand request continuation of this case to allow time to warrant looking into federal tampering to this customer.

Page 8, first paragraph - Start with moreover, as a hearing commission again you have NO right to jump to a false conclusion as the home repairs could not possibly have been the cause of excessive water loss as (1) didn't happen until Jan/Feb the repairs, while the excessive water loss was on the November use bill, paid in December 2002. Think clearly. I have the plumber/witness available.

Finally, the customer has the water on on the City of Edgewater and two billings have sat steadily (no increase) on that meter. What does that tell us about this obvious argument? Think and reply. I hope to have more subsequently to hearing.

Respectfully,

Harold Shriver
Harold Shriver

I certify this copy was mailed Sept 25, 2003 at a United States postal office on Sept 25, 2003 by the undersigned.

*Harold Shriver
11130 Baker Rd.
Keymar, Md, 21757*



MR HAROLD SHRIVER
11130 BAKER RD
KEYMAR MD 21757-8128