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COMMISSION CLERK

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

- **DATE:** October 21, 2004
- **TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)
- FROM: Office of the General Counsel (Brown) WB WHT RH JOJ Division of Regulatory Compliance and Consumer Assistance (Hicks) HWT (D) Division of Economic Regulation (Kummer)
- **RE:** Docket No. 041169-EI Complaint Nos. 445185E, 446514E, 446515E, and 446516E Filed by Mr. Jude Alcegueire against Florida Power and Light Company for High Bills and Other Alleged Violations of Commission Rules and Statutes.
- AGENDA: 11/02/04 Regular Agenda Proposed Agency Action Interested Persons May Participate
- CRITICAL DATES: None
- SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\GCL\WP\041169.RCM.DOC

Case Background

This docket addresses a prolonged dispute involving several complaints filed by Mr. Jude Alcegueire against Florida Power & Light Company (FPL) over FPL's charges for electric service at Mr. Alcegueire's residence. Mr. Alcegueire filed four complaints between March 25, 2002 and April 1, 2002, which covered events from 1999, when Mr. Alcegueire first requested service at his Miramar residence, until 2002, when Mr. Alcegueire complained that FPL was not providing him sufficient information about its policies and practices in the provision of electric service. The dispute is ongoing. For several years Mr. Alcegueire has refused to make full payment to FPL for the electric service it has billed, and Mr. Alcegueire claims that FPL continues to overbill him for electric service. Mr. Alcegueire will estimate what he believes is an appropriate amount to pay for service to his house and pay that amount to FPL, disputing the rest. FPL's records reflect that the amount paid is consistently less than the amount billed. FPL contends that it has properly billed Mr. Alcegueire for electric service and complied with all applicable Commission rules and statutes. At this writing staff calculates that the amount due on

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

Mr. Alcegueire's account is \$2,347.19 plus current charges due 11/01/01 in the amount of \$232. 83, for a total amount due of 2,580.02. Mr. Alcegueire asserts that the entire amount is in dispute in light of the unresolved complaints pending before the Commission.

Complaint No. 445185E concerns Mr. Alcegueire's contention that FPL charged him an excessive deposit when he applied for service in 1999, and improperly charged him interest on the amount due for his deposit, which increased his bills more than they should have been. FPL responds that it complied with Commission rules regarding deposits and has made offers to credit outstanding late payment charges. FPL states that its charge was consistent with Commission Rule 25-6.097, Florida Administrative Code, and it reduced the required deposit when Mr. Alcegueire's usage was lower than estimated. At this time Mr. Alcegueire does not owe any further deposit for service.

Complaint No. 446514E concerns Mr. Alcegueire's contention that FPL improperly reviewed his credit report without his permission when it was determining the deposit he would owe for service. FPL responds that it did not review Mr. Alcegueire's credit report, and it complied with all applicable rules and statutes when it obtained Mr. Alcegueire's credit score to determine his deposit. FPL contends that it was not required to receive Mr. Alcegueire's consent to obtain his credit score, and that query did not adversely affect either his credit score or his credit report.

Complaint No. 446515E concerns Mr. Alcegueire's contention that his deposit was still too high and was incorrectly calculated on his bill to increase his monthly charges. FPL responds that it properly calculated Mr. Alcegueire's deposit and conducted several high bill investigations and meter readings to ensure the accuracy of his meter.

Complaint No. 446516E concerns Mr. Alcegueire's contention that FPL denied him access to procedures and policies for the establishment of electric service so that he could challenge FPL's actions regarding his request for service in 1999. FPL responds that its tariff sheet no. 6.010, revised June 1, 1999 and tariff sheet no. 6.011 address its policies for provision of electric service during the time in question.

The staff has fully investigated Mr. Alcegueire's complaints and made repeated attempts to resolve the ongoing dispute over the last several years, including investigations of the facilities by a staff engineer, four efforts to conduct informal conferences, by phone from Tallahassee and in person in Miami, and innumerable individual telephone calls with Mr. Alcegueire. The parties have not, however, been able to resolve the dispute informally. The July 29, 2004, letter to Mr. Alcegueire from Executive Director, Mary Bane, which is attached to this recommendation as Attachment A, outlines the staff's efforts to resolve Mr. Alcegueire's complaints. Pursuant to Rule 25-22.034, Florida Administrative Code, staff has opened this docket for the Commission to consider the complaints filed. The Commission has jurisdiction pursuant to sections 366.04 and 366.05, Florida Statutes.

Discussion of Issues

ISSUE 1: What is the proper disposition of Mr. Alcegueire's complaints against Florida Power & Light?

<u>RECOMMENDATION</u>: The Commission should dismiss Mr. Alcegueire's complaints. FPL's charges to Mr. Alcegueire appear to be correct, and FPL has otherwise complied with applicable statutes and Commission rules. (Brown, Hicks, Kummer)

STAFF ANALYSIS:

Complaint No. 445185E - filed 3/25/02. When Mr. Alcegueire first applied for service at his Miramar residence in 1999, FPL asked for a deposit of \$550, based on the usage of the previous resident. Mr. Alcegueire was a new customer and had not established any usage from which FPL could derive an appropriate deposit. This practice complies with Rule 25-6.097(3), Florida Administrative Code, which provides that, " [i]n the event the customer has had service less than twelve months, then the utility shall base its new or additional deposit upon the average actual monthly usage available." FPL responded to Mr. Alcegueire's complaint by reducing the required deposit by \$50.00 and agreeing to payment over time for the remaining amount. When Mr. Alcegueire demonstrated a usage pattern that was lower than the previous customer's usage, FPL reduced Mr. Alcegueire's deposit to \$250. It is staff's understanding that Mr. Alcegueire has paid all deposits due. FPL retains the deposit at this time and interest at 6% percent annually accrues for Mr. Alcegueire's benefit until the deposit is returned to the customer, pursuant to Rule 25-6.097(2), Florida Administrative Code. That rule provides that after 23 months FPL may refund the deposit if the customer has had continuous service and a satisfactory payment record. That has not been the case with Mr. Alceguiere's service and therefore FPL has retained the deposit. FPL's actions with respect to this complaint have been consistent with the Commission's rules and therefore staff recommends that this complaint be dismissed.

<u>Complaint No. 446514E – filed 4/01/02</u>. When FPL set the deposit amount for new service to Mr. Alcegueire it informed Mr. Alcegueire that it could not waive a deposit for service. At the time Mr. Alcegueire requested service, FPL used a credit score from Equifax as part of its determination whether a deposit would be required. While Mr. Alcegueire contends that FPL ran a full credit report on his credit history without his permission, the facts indicate that FPL only asked Equifax for a single credit score to determine if a deposit was needed. This practice is consistent with the practice of other utilities in setting appropriate deposits and it does not violate any Commission rules or statutes. Therefore, staff recommends that this complaint be dismissed.

<u>Complaint No. 446515E – filed 4/01/04</u>. In response to Mr. Alceguiere's complaint that his deposit was still set too high because he did not use that amount of electricity in a month, FPL conducted three high bill investigations and two meter tests. FPL also informed the customer that the deposit amount of \$250 was based on two months estimated usage and was therefore an accurate reflection of his monthly usage. After the first high bill investigation, FPL credited Mr. Alceguiere's account \$158.91 for repairs to an air conditioning unit and a possible meter reading error. During that investigation a meter test at Mr. Alcegueire's residence showed the meter to be 99.9 percent accurate. No other problems were found with Mr. Alcegueire's

appliances or FPL's service facilities. FPL's second high bill investigation, however, showed that Mr. Alcegueire's pool pump was running 24 hours a day, the central air conditioning unit for the house was not operable, and a window air conditioning unit was operating. A meter test conducted at that time showed that the meter was 99.7 percent accurate. FPL conducted another high bill investigation on November 6, 2001. No problems were found and the meter test showed 99.3 percent accuracy. Based on these facts, staff recommends that FPL has complied with all applicable rules and statutes and this complaint should be dismissed.

<u>Complaint No. 446516E – filed 4/01/04</u>. While Mr. Alcegueire contends in this complaint that FPL has not provided him with appropriate information regarding its policies and procedures in place when he requested service in 1999, it appears from the complaint record that FPL has provided Mr. Alcegueire with the requested information to the extent that it possesses that information. Therefore, staff recommends that FPL has not violated any Commission rules or statutes and this complaint should be dismissed.

Conclusion

During the third informal conference that staff held to assist the parties in resolving this dispute, Mr. Alcegueire maintained that his high bills were a result of some malfunction of FPL's equipment, despite the results of previous meter testing. In a final effort to resolve these complaints, the Commission's staff engineer performed an on-site inspection of Mr. Alceguiere's residence to determine if there was any apparent malfunction of equipment. Apart from some recommended tree trimming, the engineer could detect no equipment or wiring malfunction that would cause a high bill. A copy of the engineer's report is attached to this recommendation as Attachment B. Also during that informal conference, the staff asked Mr. Alcegueire to submit a list of documents he alleged FPL was refusing to supply to him. Staff reviewed both the list and the documents FPL submitted and it appears to staff that FPL was responsive to Mr. Alcegueire's request.

Based on the foregoing, staff recommends that Mr. Alcegueire's complaints are without merit and should be dismissed. FPL has complied with all applicable Commission rules and statutes. FPL's billing records, which are attached to this recommendation as Attachment C, indicate that as of the filing of this recommendation, the outstanding balance now due and owing to FPL for electric service from 1999 to the present is \$2,580.02. If this amount is not paid by the date the Commission's order in this docket becomes final, FPL will have the discretion, pursuant to Rule 25-6.105, Florida Administrative Code, to disconnect Mr. Alcegueire's service for nonpayment, pursuant to the procedures described therein.

ISSUE 2: Should this docket be closed?

<u>RECOMMENDATION</u>: If no person whose substantial interests are affected by the Commission's proposed agency action files a protest within twenty-one days of the issuance of the order this docket should be closed upon the issuance of a consummating order. (Brown)

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

ATTACHMENT A Page 1 of 57

COMMISSIONERS: BRAULIO L. BAEZ, CHAIRMAN J. TERRY DEASON LILA A. JABER RUDOLPH "RUDY" BRADLEY CHARLES M. DAVIDSON



EXECUTIVE DIRECTOR MARY ANDREWS BANE (850) 413-6068

Hublic Service Commission

July 29, 2004

Mr. Jude Alcegueire 2913 S. W. 68th Avenue Hollywood, FL 33023

Re: PSC Inquiry Nos. 445185E, 446514E, 446515E, and 446516E

Dear Mr. Alcegueire:

Pursuant to our conversation on July 15th, I am responding to your request to be given another opportunity for an informal conference with Florida Power and Light Company (FPL). You maintain that you have not abandoned the informal process and that you are ready to participate in an informal conference when you have the information you requested from FPL. You indicated that FPL has still not provided the information you requested earlier, so, as promised, I met with PSC Staff and personally reviewed the list of information you requested and the responses FPL provided to you by letter dated May 18, 2004. I have attached a copy of your request and the information provided by FPL. PSC Staff has added sheets within the FPL response to clearly indicate which material is responsive to each of your 12 items. There is a response for every item on your list.

Commission Rule 25-22.032, Florida Administrative Code, sets forth the informal complaint process. Pursuant to this rule, once a complaint is filed and a party does not agree with the proposed resolution, an informal conference may be held in an attempt to resolve issues that remain in dispute. During an informal conference, the Commission's staff facilitates the discussion, and all parties are encouraged to participate fully and reach a fair settlement. We have attempted to have an informal conference on four occasions over the last year, all of which were unsuccessful because of your refusal to participate. Let me briefly remind you of our efforts.

1) Informal telephone conference scheduled for September 18, 2003

By letter dated August 29, 2003, Staff notified you of an informal conference scheduled for September 18, 2003. This conference was to be held via a telephone conference call. On September 2, 2003, you contacted Staff and expressed concerns with having an informal conference via telephone. You insisted that you wanted to have a "face-to-face" meeting with the company and Commission staff. As a result, the informal conference was cancelled to allow Staff and the parties to make travel arrangements in order to conduct the informal conference in Miami, Florida.

Internet E-mail: contact@psc.state.fl.us

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Mr. Jude Alcegueire Page 2 July 22, 2004

2) Informal conference scheduled for December 12, 2003 in Miami

Friday, December 12, 2003, Staff traveled from Tallahassee to Miami to hold an informal conference to address your complaints. In addition to Staff from the Commission, employees of FPL were present to try to reach some resolution. You arrived an hour late and then refused to participate. In essence, by refusing to participate, you abandoned the informal complaint process. Subsequently, you were notified by letter from the PSC General Counsel, Rick Melson, dated March 9, 2004, that the PSC was closing the informal complaints and that you must file a written, formal complaint if you wished to further pursue your complaints.

3) Informal telephone conference scheduled for April 29, 2004

On April 14, 2004, you and I spoke by phone and you insisted that you be given another opportunity for an informal conference. In agreeing to revert to the informal process, I accommodated your request for another chance to resolve your complaints without your having to file a formal complaint, and an informal conference was scheduled.

On April 29, Staff attempted to conduct an informal conference via telephone. During that conference, you insisted that you were not prepared and needed some documents/information from FPL. While there was a brief exchange of dialogue between the parties, you insisted that this meeting not be considered an informal conference because FPL did not provide you with the documents you need to support your case. Staff ended the conference and you were instructed to fax a list of all of your needs to the company, and the company was instructed to respond.

A request for documents was faxed to FPL on May 10. On May 18, an FPL representative came to your home and hand-delivered its response to your request. The FPL response was also provided on May 24 to PSC Staff who reviewed your request and the company's response and determined that all of the requested information had been provided.

To further try to assist you, a PSC engineer visited your residence on June 1 and examined your meter and the lines in the vicinity of your house. The engineer noted a number of trees which needed trimming and which could create momentary interruptions to your electric service.

4) Informal telephone conference scheduled for July 14, 2004

By letter dated June 23, 2004, Staff offered you various dates that were available to conduct your informal conference. The letter clearly stated that if you did not select a date, your informal conference would be held on July 14. Since you did not select a date, the informal conference was scheduled as specified in the letter. On Friday, July 9, Staff contacted you to remind you of the upcoming informal conference. Staff attempted to contact you via telephone several times on July 14, 2004, to begin the informal conference. Rather than participate in the informal conference, you phoned me and left a message saying that FPL had not responded to your request for information. When I returned your call, I reached your answering machine and left a message explaining that the July 14 informal conference was your last opportunity to participate in an informal conference and that the next step would be to take your complaints to the commissioners. You did not participate.

ATTACHMENT A Page 3 of 57

Mr. Jude Alcegueire Page 3 July 22, 2004

We have made four attempts to address your complaints through the informal complaint process. All four attempts have been unsuccessful. For this reason, I believe it is appropriate for Staff to proceed to the next phase of the complaint process, which is to present your complaints to the Commissioners.

In August 2004, Staff will prepare a recommendation to the Commissioners on how your complaints should be resolved. The Commissioners, who must base their decision on Florida's rules and statutes, will vote on Staff's recommendation in September 2004 during an agenda conference.

Staff will notify you once the recommendation is filed and you will receive a copy of the recommendation along with information on how you can participate in the agenda conference. If you are not happy with the Commissioners' decision, you will have the opportunity to protest that decision and request a hearing where evidence may be presented and sworn testimony taken.

I regret that we have been unable to resolve your complaints through the informal mediation process, but I am convinced that we need to move forward with the next step in the complaint process.

Sincerely, Marga Bare

Mary A. Bane Executive Director

MAB/rh

cc: Richard D. Melson, General Counsel Martha Carter Brown, Attorney Rhonda L. Hicks, Bureau of Complaint Resolution

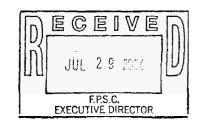
MAY-12-2004(NED) 08:32 FLORIDA POWER & LIGHT

(FAX)850 521 3939 P. 002/002

04/04/04 From: Jude Alcogucire To: FPL

I, Jude Alcegueire requiring some documents in regard to charges number 445185c, 446514e, 446515e, 446516e. I need a document of

- $\sqrt{1.}$ policy in regard to deposit from 1994-1999 $\sqrt{2.}$ document & policy related to credit from 1994-1999 & 2000-2004
- √3. policy regarding application for service from 1999 to now ✓
 - 4. record of outage in March 2000
 - 5. record of outage in June 2000
 - 6. record of outsige from January 2001
 - 7. record of meters not running
 - 8. record of outnge in April 2001
 - 9. record of claim filed for lost in June blankout in June 2002
 - 10. record of meters stop running in part of the house has electricity while other doesn't
 - 11. second of outage in November 2002 where the house have no electricity and the meter was rimning
- 12. record of the dispatcher going to the pole the next day and shutdown my electricity and restarted it again



ATTACHMENT A Page 5 of 57



May 18, 2004

P.O. Box 029100, Miami, FL, 33102-9100

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MAY 24 2004

Florida Public Service Commission Division of RCA

Jude Alcegueire 2913 SW 68 Avenue Miramar, Fl 33023

Ref: FPL account number: 20902-31081

Dear Mr. Alcegueire,

The following information is being provided in response to your request for documents received by FPL on Monday, May 10, 2004.

1. "Policy in regard to deposit from 1994-1999":

The regulations in the Florida Administrative Code (F.A.C.) apply to all public utilities under the jurisdiction on the FPSC. Florida Administrative Code, <u>25-6.033 Tariffs</u>, requires each utility to adopt and file rules (Tariffs) that are consistent with rules or orders of the Commission. FPL's deposit policy is based on the attached rules and regulations.

25-6.097 Customer Deposits (1) (3)

FPL's current Tariff Sheet, FP& L's Thirteenth Revised Tariff Sheet 6.040 6.1 Security Deposit/Guaranty. Effective: March 7, 2004,

As requested FPL's prior Tariff Sheets, Ninth - Twelfth Revised Tariff Sheets with effective dates of April 25, 1994, December 5, 1994, April 1, 1997, July 8, 1998 are provided.

2. Document & Policy related to credit from 1994-1999 & 2000-2004:

Enclosed is a copy of the Fair Credit Reporting Act (FCRA), complete in January 2002, which includes amendments to the FCRA set forth in the Consumer Credit Reporting Act of 1996. Paragraph <u>604. Permissible purposes of consumer reports</u> (15 USC 1681b) outlines the circumstances in which a consumer reporting agency may furnish a consumer report without a consumer's written permission. Section (F) identifies one of the circumstances as "a legitimate business need for the information" and sub-section (i)

an FPL Group company

ATTACHMENT A Page 6 of 57

Jude Alcegueire May18, 2004 Page 2

ORIGINAL

identifies a requirement as being "in connection with a business transaction that is initiated by the customer."

When customers contact FPL and requests service be established (*initiating* a business transaction), FPL requests an Equifax score (utility scoring) from a consumer-reporting agency to see if a security deposit (business transaction) is required. This utility scoring is referred to as a "soft inquiry" and is not considered a consumer report because it does not have any effect on the consumers total credit score.

3. Policy regarding application for service from 1999 to now:

The regulations in the Florida Administrative Code (F.A.C.) apply to all public utilities under the jurisdiction on the FPSC. Florida Administrative Code, <u>25-6.033 Tariffs</u>, require each utility to adopt and file rules (Tariffs) governing relations with customers that are consistent with rules or orders of the Commission. FPL's policy for initiating electric (application) service is based on the attached rules and regulations.

25-6.095 Initiation of Service (1) (2) (3)

FPL's current Tariff Sheet, FP& L's Eighth Revised Tariff Sheet 6.010, <u>1.1 Application for Service</u>. & <u>1.2 Information Needed</u>. Effective: March 7, 2004,

As requested FPL's prior Tariff Sheets, Sixth and Seventh Revised Tariff Sheets with effective dates of June 1, 1999 and May 1, 2000 are provided

4. Record of outage in March 2000:

FPL records do not reflect any outage(s) affecting this customer in March 2000.

Please see attached outage history indicating all interruptions occurred since 1999.

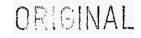
5. Record of outage in June 2000:

FPL records do not reflect any outage(s) affecting this customer in June 2000.

Please see attached outage history indicating all interruptions occurred since 1999.

6. Record of outage from January 2001:

Jude Alcegueire May18, 2004 Page 3



FPL records do not reflect any outage(s) affecting this customer from June 2000.

Please see attached outage history indicating all interruptions occurred since 1999.

7. Record of meters not running:

FPL records do not indicate that the meter serving this customer stopped or malfunctioned at any time, except during an outage. The meter would have stop registering during any of the outages reported on the attached outage history. The outage history records reflect the number of minutes that the meter would have stopped running during each outage, time power off / minutes and then power on.

The original meter 5C11541 serving this customer was set on July 1st, 1989. The customer connected service, at this address, November 24, 1999. Meter 5C11541 was removed for testing on October 23, 2000 and subsequently tested on October 27, 2000. The test results indicated the meter was operating at a Weighted Average of 99.93%, which is within allowable tolerance.

Meter number 5C36826 was set on October 23, 2000 and removed for testing on August 23, 2001. Meter number 5C36826 was tested on August 28, 2001 and was found to be operating at a Weighted Average of 99.72%, which is within acceptable tolerance.

Meter number 5C72808 was set on August 23, 2001 and is currently serving this premise. Copies of the meter test results are provided.

8. Record of outage in April 2004:

On April 8, 2004, FPL records indicate a main line feeder outage was reported at approximately 7:04 p.m., indicating service out in the area. Service was restored at approximately 8:06 p.m., that same day. Trouble ticket 1038 is provided.

9. Record of claim filed for lost in June blackout in June 2002:

FPL records do not reflect any blackout or claim filed in June 2002.

10. Record of meters stopped running in part of house has electricity while other doesn't:

ATTACHMENT A Page 8 of 57

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Jude Alcegueire May18, 2004 Page 4

4



FPL records reflect a Trouble Ticket, #234, was generated on January 26, 2002. The customer's remarks indicated "please check lights flickering since power disconnected last week". (The service had been disconnected at the meter for non payment on January 17, 2002.) A Restoration Specialist (RS) responded and reworked all connections at the weatherhead. No problems were found.

11. Record of outage in November 2002 where the house have no electricity and the meter was running:

FPL records do not reflect any outage(s) in November 2002.

FPL records do reflect that in November 2002, a Recording Volt Meter (RVM) was installed on November 14, 2002, and monitored your service from November 15 through November 19. The results indicated the voltage was within limits.

12. Record of the dispatcher going to the pole the next day and shutdown my electricity and restarted again:

FPL does not have record of a crew or a dispatcher being sent to the premise to disconnect or reconnect the service, or make repairs at anytime during the November 2002 time frame. As indicated in #11 a Recording Volt Meter (RVM) was set in November 2002.

If you need further assistance, please feel free to contact me at 1 800 397-6544, Ext. 1 or 305 552-4659

Sincerely,

Carol Harzinski- Byerly Customer Service Supervisor

Attachments

Cc: Florida Public Service Commission

ATTACHMENT A Page 9 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 1 "Policy in regard to deposit from 1994-1999"



FPSC Rule 25-6.097 & FPL's Tariff sheets provided.

ATTACHMENT A Page 10 of 57

ORIGINAL

Supp. No. 197	ELECTRIC SERVICE	CHAPTER 25-6

consumption of electric energy by that customer for each billing period during the previous 12 months.

Specific Authority: 366.05(1), 350.127(2), F.S.

Law Implemented: 366.03, 366.041(1), 366.04(2)(f), 366.04(6), 366.05(1), 366.05(3), 366.06(1), F.S.

History--Amended 7/29/69, 11/26/80, 6/28/82, 10/15/84, formerly 25-6.93, 04/18/99.

25-6,094 Complaints and Service Requests.

(1) The utility shall make a full and prompt investigation of all customer complaints and other service requests. The word "complaints" as used in this rule shall be construed to mean substantial objection made to a utility by a customer as to its charges, facilities, or service, the disposal of which complaint requires investigation or analysis. Each utility shall provide a means of receiving and promptly responding to emergency calls on a 24-hour-per-day basis.

(2) Reports of electrical conditions wherein property damage or personal injury is reasonably foreseeable are to be considered as emergencies requiring immediate attention commensurate with ability to provide performance in situations resulting from acts of God. Specific Authority: 366.05(1), F.S.

Law Implemented: 366.03, 366.04(2)(d), 365.04(5), 366.05(1), F.S. History: New 7/29/69, Amended 12/16/85, formerly 25-6.94.

25-6.095 Initiation of Service.

(1) Anyone desiring service may be required to make application in writing in accordance with practices prescribed by the utility. Such application shall be considered as notice to utility that the applicant desires service and an expression of his willingness to conform to such reasonable rules and regulations regarding service as are in effect.

(2) Upon compliance by the applicant with the provisions governing utility service, the utility shall undertake to initiate service without unreasonable delay. To be effective, the policy adopted by each utility for the initiation of service shall have uniform application and shall be set forth in its filed tariff.

(3) When service is initiated the utility may charge a reasonable fee to defray the cost of establishing service provided such charge is specified in its filed tariff.

Specific Authority: 366.05(1), F.S. Law Implemented: 366.03, 366.041(1), 366.05(1), 366.06(1), F.S. History: New 7/29/69, formerly 25-6.95.

25-6.096 Termination of Service by Customer. Specific Authority: 366.05(1), F.S. Law Implemented: 366.05(1), F.S. History: New 7/29/69, formerly 25-6.96, Repealed 5/5/97.

25-6.097 Customer Deposits.

(1) Deposit required; establishment of credit. Each company's tariff shall contain their specific criteria for determining the amount of initial deposit. Each utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the utilities' rules for prompt payment of bills. Credit will be deemed so established if:

(a) The applicant for service furnishes a satisfactory guarantor to secure

6-70

Supp. No. 197

ELECTRIC SERVICE

CHAPTER 25-6

payment of bills for the service requested. For residential customers, a satisfactory guarantor shall, at the minimum, be a customer of the utility with a satisfactory payment record. For non-residential customers, a satisfactory guarantor need not be a customer of the utility. Each utility shall develop minimum financial criteria that a proposed guarantor must meet to qualify as a satisfactory guarantor. A copy of the criteria shall be made available to each new non-residential customer upon request by the customer. A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirements of subsection (2) of this rule. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.

(b) The applicant pays a cash deposit.

(c) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

(2) Refund of deposits. After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential customer's deposits and shall, at its option, either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the electric meter, or (e) used service in a fraudulent or unauthorized manner.

(3) New or additional deposits. A utility may require, upon reasonable written notice of not less than thirty (30) days, a new deposit, where previously waived or returned, or additional deposit, in order to secure payment of current bills. Such request shall be separate and apart from any bill for service and shall explain the reason for such new or additional deposit, provided, however, that the total amount of the required deposit shall not exceed an amount equal to twice the average charges for actual usage of electric service for the twelve month period immediately prior to the date of notice. In the event the customer has had deposit upon the average actual monthly usage available.

Interest on deposits.

(a) Each electric utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits of 6 percent per annum. The utility shall pay an interest rate of 7 percent per annum on deposits of nonresidential customers qualifying under subsection (2) when the utility elects not to refund such deposit after 23 months.

(b) The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in cash or by credit on the current bill. This does not prohibit any utility paying a higher rate of interest than required by this rule. No customer depositor shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit. Nothing in this rule shall prohibit a utility from refunding at any time a deposit with any accrued interest.

(5) Record of deposits. Each utility having on hand deposits from customers or hereafter receiving deposits from them shall keep records to show:

(a) The name of each customer making the deposit;

(b) The premises occupied by the customer;

-16-

Supp. No. 197

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ELECTRIC SERVICE

CHAPTER 25-6

(c) The date and amount of deposit; and

(d) Each transaction concerning the deposits such as interest payments, interest credited or similar transactions.

(6) Receipt for deposit. A non-transferable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. Where a new or additional deposit is required under Section (3) of this rule a customer's cancelled check or validated bill coupon may serve as a deposit receipt.

(7) Refund of deposit when service is discontinued. Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than fifteen (15) days after service is discontinued. Specific Authority: 366.05(1), 350.127(2), F.S.

Law Implemented: 366.03, 366.041(1), 366.05(1), 366.06(1), F.S.

History: New 7/29/69, Amended 5/9/76, 7/8/79, 6/10/80, 10/17/83, 1/31/84, formerly 25-6.97, Amended 10/13/88, 4/25/94, 03/15/99.

25-6.098 Interest on Deposits. Specific Authority: 366.05(1), F.S. Law Implemented: 366.03, F.S. History: Amended 7/29/69, Repealed 5/9/76, formerly 25-6.98.

25-6.099 Meter Readings. Each service meter shall be clearly marked to indicate the units measured. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter-reading period. Specific Authority: 366.05(1), F.S. Law Implemented: 366.03, 366.05(1), F.S.

History: Amended 7/29/69, 4/13/80, formerly 25-6.99.

25-6.100 Customer Billing.

(1) Bills shall be rendered monthly and as promptly as possible following the reading of meters.

(2) By January 1, 1983, each customer's bill shall show at least the following information:

(a) The meter reading and the date the meter is read, in addition to the meter reading for the previous period. If the meter reading is estimated, the word "estimated" shall be prominently displayed on the bill.

(b) 1. Kilowatt-hours (KWH) consumed including on and off peak if customer is time-of-day metered.

 Kilowatt (KW) demand, if applicable, including on and off peak if customer is time-of-day metered.

(c) The dollar amount of the bill, including separately:

Customer charge.

 Energy (KWH) charge, exclusive of fuel, in cents per KWH, including amounts for on and off peak if the customer is time-of-day metered and energy conservation costs.

3. Demand (KW) charge, exclusive of fuel, in dollar cost per KW, if applicable, including amounts for on and off peak if the customer is time-of-day metered.

4. Fuel cost in cents per KWH (no fuel costs shall be included in the base charge for demand or energy).

6-72

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FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 6.040 Cancels Twelfth 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, Bigns, 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, 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.

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FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.040 Cancels Eighth 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.

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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.

ATTACHMENT A Page 15 of 57

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 6.040 Cancels Ninth 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.

<u>5.3 Relocation of Company's Facilities</u>. 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.

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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
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- (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 nay 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.

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FLORIDA POWER & LIGHT COMPANY

Eleventh Revised Sheet No. 6.040 Cancels Tenth 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 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 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:
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- (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 neguire 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.

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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.

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<u>5.6 Unobstructed Access to Company's Facilities.</u> 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.

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 - a) information which satisfies the Company's application requirements for no deposit; or
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 - 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.

ATTACHMENT A Page 18 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 2 "Document & policy related to credit from 1994-1999 & 2000-2004"

2 PAGE(S)

A copy of the Fair Credit Reporting Act provided.

ATTACHMENT A Page 19 of 57

Fair Credit Reporting Act

Page 6 of 38

(iii) in the case of consent under clause (i) or (ii) given orally, is provided written confirmation of that consent by the person making the communication, not later than 3 business days after the receipt of the consent by that person;

(B) the person who makes the communication does not, for the purpose of making the communication, make any inquiry that if made by a prospective employer of the consumer who is the subject of the communication would violate any applicable Federal or State equal employment opportunity law or regulation; and

(C) the person who makes the communication

(i) discloses in writing to the consumer who is the subject of the communication, not later than 5 business days after receiving any request from the consumer for such disclosure, the nature and substance of all information in the consumer's file at the time of the request, except that the sources of any information that is acquired solely for use in making the communication and is actually used for no other purpose, need not be disclosed other than under appropriate discovery procedures in any court of competent jurisdiction in which an action is brought; and

(ii) notifies the consumer who is the subject of the communication, in writing, of the consumer's right to request the information described in clause (i).

(p) Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis. The term "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" means a consumer reporting agency that regularly engages in the practice of assembling or evaluating, and maintaining, for the purpose of furnishing consumer reports to third parties bearing on a consumer's credit worthiness, credit standing, or credit capacity, each of the following regarding consumers residing nationwide:

(1) Public record information.

(2) Credit account information from persons who furnish that information regularly and in the ordinary course of business.

§ 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]

(a) In general. Subject to subsection (c), any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

(1) In response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury.

(2) In accordance with the written instructions of the consumer to whom it relates.(3) To a person which it has reason to believe

(A) intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or

(B) intends to use the information for employment purposes; or

(C) intends to use the information in connection with the underwriting of insurance involving the consumer; or

ATTACHMENT A Page 20 of 57

Fair Credit Reporting Act

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Page 7 of 38

(D) intends to use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or

(E) intends to use the information, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or

(F) otherwise has a legitimate business need for the information

(i) in connection with a business transaction that is initiated by the consumer; or

(ii) to review an account to determine whether the consumer continues to meet the terms of the account.

(4) In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency), if the person making the request certifies to the consumer reporting agency that

(A) the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;

(B) the paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws);

(C) the person has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and

(D) the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

(5) To an agency administering a State plan under Section 454 of the Social Security Act (42 U.S.C. § 654) for use to set an initial or modified child support award.

(b) Conditions for furnishing and using consumer reports for employment purposes.

(1) Certification from user. A consumer reporting agency may furnish a consumer report for employment purposes only if

(A) the person who obtains such report from the agency certifies to the agency that

(i) the person has complied with paragraph (2) with respect to the consumer report, and the person will comply with paragraph (3) with respect to the consumer report if paragraph (3) becomes applicable; and

(ii) information from the consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation; and

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Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 3 "Policy regarding application for service from 1999 to now"

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FPSC Rule 25-6.095 & FPL's Tariff Sheets provided

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Supp. No. 197	ELECTRIC SERVICE	·	CHAPTER 25-6

consumption of electric energy by that customer for each billing period during the previous 12 months. Specific Authority: 366.05(1), 350.127(2), F.S.

Law Implemented: 366.03, 366.041(1), 366.04(2)(f), 366.04(6), 366.05(1), 366.05(3), 366.06(1), F.S. History--Amended 7/29/69, 11/26/80, 6/28/82, 10/15/84, formerly 25-6.93, 04/18/99.

History-Amended 7/29/69, 11/26/80, 8/28/82, 18/18/07, 18/18/19 25 8.93, 84/18/2

25-6.094 Complaints and Service Requests.

(1) The utility shall make a full and prompt investigation of all customer complaints and other service requests. The word "complaints" as used in this rule shall be construed to mean substantial objection made to a utility by a customer as to its charges, facilities, or service, the disposal of which complaint requires investigation or analysis. Each utility shall provide a means of receiving and promptly responding to emergency calls on a 24-hour-per-day basis.

(2) Reports of electrical conditions wherein property damage or personal injury is reasonably foreseeable are to be considered as emergencies requiring immediate attention commensurate with ability to provide performance in situations resulting from acts of God. Specific Authority: 366.05(1), F.S.

Law Implemented: 366.03, 366.04(2)(d), 366.04(5), 366.05(1), F.S. History: New 7/29/69, Amended 12/16/85, formerly 25-6.94.

25-6.095 Initiation of Service.

(1) Anyone desiring service may be required to make application in writing in accordance with practices prescribed by the utility. Such application shall be considered as notice to utility that the applicant desires service and an expression of his willingness to conform to such reasonable rules and regulations regarding service as are in effect.

(2) Upon compliance by the applicant with the provisions governing utility service, the utility shall undertake to initiate service without unreasonable delay. To be effective, the policy adopted by each utility for the initiation of service shall have uniform application and shall be set forth in its filed tariff.

(3) When service is initiated the utility may charge a reasonable fee to defray the cost of establishing service provided such charge is specified in its filed tariff.

Specific Authority: 366.05(1), F.S. Law Implemented: 366.03, 366.041(1), 366.05(1), 366.06(1), F.S. History: New 7/29/69, formerly 25-6.95.

25-6.096 Termination of Service by Customer. Specific Authority: 366.05(1), F.S. Law Implemented: 366.05(1), F.S. History: New 7/29/69, formerly 25-6.96, Repealed 5/5/97.

25-6.097 Customer Deposits.

(1) Deposit required; establishment of credit. Each company's tariff shall contain their specific criteria for determining the amount of initial deposit. Each utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the utilities' rules for prompt payment of bills. Credit will be deemed so established if:

(a) The applicant for service furnishes a satisfactory guarantor to secure

ATTACHMENT A Page 23 of 57

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 6.0 Cancels Seventh Revised Sheet No. 6.0

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and conditions under which Electric Service is supplied by the Company to the Customer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

1 SERVICE AGREEMENTS

1.1 Application for Service. Service may be obtained upon application. Usually all that is required is the service application, a form of identification acceptable to the Company, and the posting of a guarantee deposit.

<u>1.2 Information Needed</u>. To provide service promptly the Company will need the applicant's name, telephone number and address including the street, house number (or apartment number), or the name of the subdivision with lot and block numbers. The types of identification required upon application for service include a valid social security number, tax identification number, driver's license, birth certificate or any other form of identification acceptable to the Company. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.

<u>1.3 Agreement</u>. Service is furnished upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery. A copy of any written agreement accepted by the Company will be furnished to the applicant upon request.

1.4 Applications by Agents. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.

<u>1.5</u> Prior Indebtedness. The Company may refuse or discontinue service for failure to settle, in full, all prior indebtedness incurred by any Customer(s) for the same class of service at any one or more locations of such Customer(s). The Company may also refuse service for prior indebtedness by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtedness occurred and the previous customer continues to occupy the premises.

<u>1.6</u> Discontinuance of Service. Service may be discontinued for violation of the Company's rules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.

(Continued on Sheet No. 6.011)

ATTACHMENT A Page 24 of 57

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 6.010 Cancels Fifth Revised Sheet No. 6.010

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and condition under which Electric Service is supplied by the Company to the Customer. They are supplementary to the "Rules an Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

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(Continued on Sheet No. 6.011)

ATTACHMENT A Page 25 of 57

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 6.0 Cancels Sixth Revised Sheet No. 6.0

	GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE
	INTRODUCTION
the "	These General Rules and Regulations are a part of the Company's Tariff, covering the terms and litions under which Electric Service is supplied by the Company to the Customer. They are supplementary to 'Rules and Regulations Governing Electric Service by Electric Utilities'' issued by the Florida Public Service mission.
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<u>1.1</u> appli	Application for Service. Service may be obtained upon application. Usually all that is required is the service cation, a form of identification acceptable to the Company, and the posting of a guarantee deposit.
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	(Continued on Sheet No. 6.011)



Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 4 "Record of outage in March 2000"

16 PAGE(S)

FPL records do not reflect any outages for Mr. Alcegueire.
Outage history since 1999 & the related trouble tickets provided.

Outage History

Service Interruptions fro	om January 1, 19	99 thru April 20, 2004			0000	2004	
Date	1999	2000	2001	2002	2003	2004	
# of interruptions	1	0	0	1	3	· 1	

÷	Detailed information regard	ling service interruptions from Jar	nuary 1, 1999 thru April 20, 2	004	
	DATE	POWER OFF	POWER ON	DEVICE TYPE	CAUSE/REMARKS
	10/15/99	5557 minutes		Lateral	Hurricane Irene
	9/30/02	8:00AM 35 minutes	8:35AM	Lateral	Unknown / Fuse Switch
	7/2/03'	2:22PM 27 minutes	2:49PM	Feeder	Tree /limb
	9/27/03	5:04PM 121 minutes	7:05PM	Feeder	Lightning
	12/15/03 ·	2:17PM 19 minutes	2:36PM	Lateral	Crew Request (Planned)
	4/8/04	7:04PM 56 minutes	8:06PM	Feeder	Equipment failed,
	1				jumper/cause unknown

1

* October 15,1999, Hurricane Irene (Trouble ticket is no ionger available)

FPL records also reflect the following trouble tickets were generated to investigate a specific problem that was occurring at his residence:

1/26/02 Trouble Ticket 234 generated at approximately 2:33 pm, Customer remarks, please check lights flickering since power disconnected last week. (Disconnected for non payment) Restoration Specialist responded and reworked all connections at weatherhead. No other problems were found.

12/15/03: On December 15, 2003 a prearranged interruption was scheduled to upgrade existing facilities that serve Mr. Alcegueire's home as well as other neighboring customers. The service was disconnected at approximately 9:00 a.m. and transformer was upgraded. Service was reconnected prior to 12 noon. Later that day, the crew was required to make minor adjustments and the service was disconnected for approximately 20 minutes. In addition, on December 16, 2003 a prearranged interruption to complete the work was conducted. The service was disconnected at approximately 10:30 a.m. and restored at approximately 12:15 p.m.

12/16/03 Trouble Ticket 362 generated at approximately 11:37a.m. Mr. Alcegueire contacted Customer Service and reported he was without power. Restoration Specialist (RS) arrived and reported "no trouble found." Voltage was normal. (119V 119V 238V) Trouble ticket was completed at 12:34p.m.

Momentary Power Interruptions from January 1, 2002 thru April 20 2004

02: JAN 0	FEB 0	MARCH	APRIL 0	MAY 2	JUNE 0	JULY 3	AUG 0	SEPT 0		NOV	DEC 1
										· .	
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG 2	SEPT	OCT 0	NOV 3	DEC Q

1	2004:	FEB	MARCH	APRI 24*
	0	-		

* 12 of the 24 momentary power interruptions were associated with the extended outage that occurred on 4/8/04

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ATTACHMENT A Page 29 of 57

Se an Florida - STC SEARCH: 124-09/30/2002 TOMS/2 TICKET OVERVIEW created at 18:52:00 on 12/07/2002 ... tket Greation Information Tionet number: 124 Tisker Date & Time: 08:01:00 09/30/3002 Tisket Type: SNC Tisket Key: 74820645 Interruption Type: Lateral Priority: 1E Ticket Referred Time: Threat Code: [] Interruption Information Location: 6801 MIRAMAR PKWY Ifotole Coordinate: 8-7069-9293 Customers Affected: 7 Trouble Reported Summary ------Fire/Police - 1 No Current - 1 See Remarks - 1 See Comments - 2 tained Tickets 126 (09/30) Dispatcher Information Dispatch Position: BRW S Dispatcher Initials: Truck Number: 3301 • •• Service Center Information المحيومين المرتبعة ويشترون المتحري في ومحتور المرتب المرتب والمحجو Service Center: Truck Number: 0000 foreman: ER 96 : Investigation Information Cause Code: UNKNOWN Equipment Code: FUSE SWITCH Support Code: Interruption Category: oa Dispatch Position: BRW 5 Dispatcher Initials: 'ck Number: 3301 storation Specialist: Completed Actions

ATTACHMENT A

Page 30 of 57

Refuse C Lateray

BRW D

Repair Instructions

ITR/ETR History

Restoration Time Type Mode Creation Time 11:00:00 09/30/2002 ITR Normal 00:01:00 09/30/2002

Dispatcher / Service Center Comments

Customer Comments

Ticket Event Log

Generated: 08:01:00 09/30/2002 Time off At: 08:00:00 09/30/2002 Allocated 3301L by SYSTEM at 08:01:00 09/30/2002 Dcps Scheduled false by SYSTEM at 08:01:00 09/30/2002 Number Of Affected Customers 1 by SYSTEM at 08:01:00 09/30/2002 Time off 08:00:00 09/30/2002 by SYSTEM at 08:01:00 09/30/2002 Ticket Type NLS by SYSTEM at 08:01:00 09/30/2002

iet Type SNC by SYSTEM at 08:01:00 09/30/2002 Assign 3301 by manager at 08:04:00 09/30/2002 Arrive 3301 by MDTSERVER at 08:26:00 09/30/2002 Cause Code OTHER (EXPLAIN) by MDTSERVER at D8:37:00 09/30/2002 Equipment Type by MDTSERVER at 08:37:00 09/30/2002 Fpl Wire Down nil by MDT5ERVER at 08:37:00 09/30/2002 Interruption Type Lateral by MDTSERVER at 08:37:00 09/30/2002 Number Of Affected Customers 7 by MDTSERVER at 08:37:00 09/30/2002 Completed With Truck 3301 by MDTSERVER at 08:37:00 09/30/2002 Work Order DCWT by MDTSERVER at 08:37:00 09/30/2002 Restore Time 08:35:00 09/30/2002 by MDTSERVER at 08:37:00 09/30/2002 Support Code by MDTSERVER at 08:37:00 09/30/2002 TLM Error UnChecked by MDTSERVER at 08:37:00 09/30/2002 Completed By **** by at 08:46:00 09/30/2002 Completed With Truck 3301 by VEMODGT at 08:46:00 09/30/2002 Cause Code UNKNOWN by at 14:37:00 09/30/2002 Equipment Type FUSE SWITCH by Senter at 14:37:00 09/30/2002 Interruption Category os by and at 14:37:00 09/30/2002

Follow-up Investigations:

(| TLM Error [] Engr () UPR [] Claims [] CFR

ATTACHMENT A Page 31 of 57

Sound Fiorida - SFD SEARCH: 783-07/02/2003 TCMS/2 TICKET OVERVIEW created at 18:13:00 on 09/06/2003 . ._sket Creation Information Ticket number: 783 14:22:00 07/02/2003 Ticket Date & Time: Ticket Type: FDR Ticket Key: 89812185 Interruption Type: Feeder Priority: WE Ticket Referred Time: 15:12:00 07/02/2003 Threat Code: [] Interruption Information ____ Location: COUNTY LINE/4832 Trouble Coordinate: 8-7169-5718 Customers Affected: 1728 Trouble Reported Summary No Current - 2 Assigned Account - 22 See Remarks - 56 Arcing at pole - 56 Fire/Police - 80 tical/Major Account - 119 Contained Tickets Dispatcher Information Dispatch Position: DADE N Dispatcher Initials: Truck Number: 3306 Service Center Information Service Center: NEOX Truck Number: TREE Foreman: ER96: Investigation Information Cause Code: TREE NOT PREVENTABLE Equipment Code: Support Code: Interruption Category: cf patch Position: DADE N spatcher Initials: -Truck Number: 3306 Restoration Specialist:

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ATTACHMENT A Page 32 of 57

. Isspicies Attions See Comments - NEOX ose Breaker Repair Instructions ITR/ETR History -----Creation Time Restoration Time Type Mode 14:22:00 07/02/2003 16:15:00 07/02/2003 ITR Normal Dispatcher / Service Center Comments DADE N - BROWARD CREW WORKING IN AREA DADE N - TREES IN FDR R/O SHOPPING-CENTER AT R/O 6340 MIRAMAR PARKWAY (MI RAMAR) . NEED PRO/T/T ASAP BEFORE FDR-LOCKS OUT AGAIN !!!; Work Today NEOX - CALLED PRO/T/T: 1510 Customer Comments _____ Ticket Event Log -----.arated: 14:22:00 07/02/2003 Time Off At: 14:22:00 07/02/2003 Allocated 3530L by SYSTEM at 14:22:00 07/02/2003 Dcps Scheduled false by SYSTEM at 14:22:00 07/02/2003 Number Of Affected Customers 1728 by SYSTEM at 14:22:00 07/02/2003 Time Off 14:22:00 07/02/2003 by SYSTEM at 14:22:00 07/02/2003 Ticket Type FDR by SYSTEM at 14:22:00 07/02/2003 A Page Was Sent Out by an 14:23:00 07/02/2003 Looked At Time by games at 14:38:00 07/02/2003 Looked At Time by Amager at 14:46:00 07/02/2003 Restore Time 14:51:00 07/02/2003 by OXS0SEP at 14:53:00 07/02/2003 Allocated 3306L by entities at 14:54:00 07/02/2003 Assign 3306 by at 14:55:00 07/02/2003 Arrive 3306 by arrive at 14:55:00 07/02/2003 Add Repair Action See Comments by Add at 14:58:00 07/02/2003 Add Repair Action Reclose Breaker by to 14:58:00 D7/02/2003 Add Repair Action Trim/Remove Tree by Carton at 14:58:00 07/02/2003 Interruption Type Feeder by at 14:58:00 07/02/2003 Completed Repair Action Trim/Remove Tree by Omoster at 14:58:00 07/02/2003 Completed Repair Action Reclose Breaker by THANKS at 14:58:00 07/02/2003 Cause Code TREE NOT PREVENTABLE by GALANCE at 14:58:00 07/02/2003 Equipment Type OCB (FEEDER BREAKER) by manager at 14:58:00 07/02/2003 Wire Down faise by weeting at 14:58:00 07/02/2003 pleted With Truck 3306 by **Control** at 14:58:00 07/02/2003 Allocated 3306L by water at 15:03:00 07/02/2003 Equipment Type CONDUCTOR DAMAGED by MANAGED at 15:09:00 07/02/2003 Restore Time 14:49:00 07/02/2003 by Control at 15:09:00 07/02/2003

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ATTACHMENT A Page 33 of 57

Mobily Repair Accion See Comments by examples at 15:12:00 07/02/2003 Completed With Truck 3306 by water at 15:12:00 07/02/2003 Refer To NECK by Automat 15:12:00 07/02/2005 ipment Type OCB (FEEDER BREAKER) by endeater at 15:13:00 07/02/2003 -quipment Type by Annual at 16:18:00 07/02/2003 Interruption Category of by Whiteboth at 19:43:00 07/02/2003 Weather Changed To Adverse by madeor at 19:43:00 07/02/2003 Weather Changed To Lightning by HEBOORT at 19:43:00 07/02/2003 Weather Changed To Rain by Hesener at 19:43:00 07/02/2003 Weather Changed To Wind by Timeson at 19:43:00 07/02/2003 Completed With Truck 3306 by exercise at 21:41:50 07/02/2003 Completed Repair Action See Comments by masses at 21:42:00 07/02/2003 SC Assign TREE by Generate at 21:42:00 07/02/2003 SC Arrive TREE by another at 21:42:00 07/02/2003 Completed By OXS by another at 21:42:00 07/02/2003 Completed With SC Truck TREE by Comparer at 21:42:00 07/02/2003

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Follow-up Investigations:

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[] TLM Error [] Engr [] UPR [] Claims [] CFR

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ATTACHMENT A Page 34 of 57

ORIGINAL

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Ticket Creation Information Ticket number: 711

 Ticket Date & Time:
 17:05:00 09/27/2003

 Ticket Type:
 FDR

 Ticket Key:
 84459665

 Interruption Type:
 Feeder

 Priority:
 1M

 Ticket Referred Time:

 Threat Code:
 1

Interruption Information

Location: COUNTY LINE/4832 Trouble Coordinate: 8-7169-5718 Customers Affected: 1737

Trouble Reported Summary

No Current - 1 See Remarks - 3 Unplanned Green Ticket - 5 ir - 5 Customer checked breaker - 7 Assigned Account - 73 MESF CUSTOMER - 87 Critical/Major Account - 91

Contained Tickets

714 (09/27) , 713 (09/27)

Dispatcher Information

Service Center Information

Service Center: Truck Number: 0000 Foreman: ER96:

Investigation Information

se Code: LIGHTNING W/EQP DAM wipment Code: CONDUCTOR DOWN Support Code: WIRE LARGE 1/0 AND GREATER Interruption Category: CE Dispatch Position: DADE C

ATTACHMENT A Page 35 of 57

Dispatcher Inicials: 1998 Truck Number: 3528 Restoration Specialist:

Completed Actions

Repair Instructions

ITR/ETR History

 Restoration Time
 Type
 Mode
 Creation Time

 19:00:00
 09/27/2003
 ITR
 Normal
 17:06:00
 09/27/2003

 20:00:00
 09/27/2003
 ITR
 Normal
 17:05:00
 09/27/2003

Dispatcher / Service Center Comments

DADE C -

Customer Comments

Ticket Event Log

Generated: 17:05:00 09/27/2003 : Off AL: 17:04:00 09/27/2003 oriocated 3305L by SYSTEM at 17:05:00 09/27/2003 Number Of Affected Customers 1 by SYSTEM at 17:05:00 09/27/2003 Time Off 17:04:00 09/27/2003 by SYSTEM at 17:05:00 09/27/2003 Time Off 17:04:00 09/27/2003 by SYSTEM at 17:05:00 09/27/2003 Ticket Type NLS by SYSTEM at 17:05:00 09/27/2003 Ticket Type SNC by SYSTEM at 17:05:00 09/27/2003 Allocated 3528L by SYSTEM at 17:06:00 09/27/2003 Number Of Affected Customers 1737 by SYSTEM at 17:06:00 09/27/2003 Ticket Type FDR by SYSTEM at 17:06:00 09/27/2003 Looked At Time by at 17:06:00 09/27/2003 Enroute 3528 by - manner at 17:07:00 09/27/2003 A Page Was Sent Out by states at 17:09:00 09/27/2003 Fart On Time 17:35:00 09/27/2003 60% Added by summar at 17:47:00 09/27/2003 Part On Time 17:35:00 09/27/2003 85% Added by matter at 17:49:00 09/27/2003 Part On Time 17:35:00 09/27/2003 60% Removed by manager at 17:49:00 09/27/2003 Arrive 3528 by MDTSERVER at 18:04:00 09/27/2003 Next Step Investigating Circuit by MDTSERVER at 18:04:00 09/27/2003 Cause Code UNKNOWN by matter at 19:50:00 09/27/2003 Interruption Type Feeder by General at 19:50:00 09/27/2003 Restore Time 19:35:00 09/27/2003 by contains at 19:50:00 09/27/2003 Completed By GXC by .at 20:52:00 09/27/2003 Completed With Truck 3528 by Gundance at 20:52:00 09/27/2003 Cause Code EQUIPMENT FAILED by MENDER at 01:17:00 09/28/2003 ipment Type CONDUCTOR DOWN by martner at 01:17:00 09/28/2003

store Time 19:05:00 09/27/2003 by Landerse at 01:17:00 09/28/2003 Support Code WIRE LARGE 1/0 AND GREATER by Landerse at 01:17:00 09/28/2003 Cause Code LIGHTNING W/EQP DAH by Landerse at 18:45:00 09/28/2003 Interruption Category CE by Maximum at 18:45:00 09/28/2003

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Part On Time 18:40:00 09/27/2003 91% Added by Amagdam at 14:31:00 09/29/2003 Weather Changed To Adverse by Amagdam at 14:31:00 09/29/2003 Weather Changed To Lightning by Amagdam at 14:31:00 09/29/2003 her Changed To Rain by Amagdam at 14:31:00 09/29/2003 Weather Changed To Wind by Magdam at 14:31:00 09/29/2003

Foilow-up Investigations: () TLN Error () Engr () UPR () Claims () CFR

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ATTACHMENT A Page 37 of 57

South Florida - SFD > SEARCH: 610-12/15/2003 TCMS/2 TICKET OVERVIEW created at 18:17:00 on 02/14/2004

._cket Creation Information

Ticket number: 610	
Ticket Date & Time:	14:17:00 12/15/2003
Ticket Type: LAT	
Ticket Key: 72248281	
Interruption Type: Lateral	
Priority: I	
Ticket Referred Time: 14:17:0	0 12/15/2003
Threat Code: [

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Interruption Information

Location: 3032 SW 68 AV MR Trouble Coordinate: 8-7069-9493 Customers Affected: 61

Trouble Reported Summary

Unplanned Green Ticket - 1

Contained Tickets

____patcher Information

Dispatch Position: BRW S Dispatcher Initials: AND Truck Number:

Service Center Information

Service Center: GSO Truck Number: 8217 Foreman: ER96:

Investigation Information

Cause Code: CREW REQUEST, PLANNED Equipment Code: OTHER EQUIP OH OR UG Support Code: FFL CREW Interruption Category: 00 Dispatch Position: BRW S Dispatcher Initials: Truck Number: Restoration Specialist:

pleted Actions

Repair Instructions

OPIGINAL

ITR/ETR History

oration Time	туре	Mode	Creation Time
;00:00 12/15/2003	ETR	Manual	14:37:00 12/15/2003
14:30:00 12/15/2003	ETR	Manual	14:17:00 12/15/2003

Dispatcher / Service Center Comments

Cust Remarks - GR TK CLEAR UP HAZZARD

Customer Comments

GR TK CLEAR UP HAZZARD.

Ticket Event Log

Generated: 14:17:00 12/15/2003 Time Off At: 14:17:00 12/15/2003 Allocated 3303L by SYSTEM at 14:17:00 12/15/2003 Generate Manual ETR 14:30:00 12/15/2003 by SYSTEM at 14:17:00 12/15/2003 Number Of Affected Customers 61 by SYSTEM at 14:17:00 12/15/2003 Time Off 14:17:00 12/15/2003 by SYSTEM at 14:17:00 12/15/2003 Refer To G50 by SYSTEM at 14:17:00 12/15/2003 Ticket Type LAT by SYSTEM at 14:17:00 12/15/2003 SC Assign B217 by SYSTEM at 14:17:00 12/15/2003 SC Enroute B217 by SPENAT at 14:18:00 12/15/2003 Arrive 8217 by SPENAT at 14:18:00 12/15/2003t Step Investigating Circuit by JDROWSV at 14:18:00 12/15/2003

Cause Code CREW REQUEST, PLANNED by Cause of 14:18:00 12/15/2003 Interruption Type Lateral by Conterr at 14:18:00 12/15/2003 Next Step Investigating Circuit by Causer at 14:18:00 12/15/2003 Generate Manual ETR 15:00:00 12/15/2003 by Causer at 14:137:00 12/15/2003 Reason Code 11 by Causer at 14:37:00 12/15/2003 Restore Time 14:36:00 12/15/2003 by Causer at 14:43:00 12/15/2003 Completed By JDR by Causer at 14:43:00 12/15/2003 Completed With SC Truck 8217 by Causer at 14:43:00 12/15/2003 Equipment Type OTHER EQUIF OH OR US by Causer at 06:18:00 12/16/2003 Interruption Category oo by Causer at 06:18:00 12/16/2003 Support Code FPL CREW by Causer at 06:18:00 12/16/2003

Follow-up Investigations:

() TLM Error () Engr () UPR () Claims () CFR

-43-

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ATTACHMENT A Page 39 of 57

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South Florida - SED

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SEARCH: 362-12/16/2003 TCMS/2 TICKET OVERVIEW created at 18:11:00 on 02/14/2004

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Interruption Information

Location: 2913 SW 68TH AV Trouble Coordinate: 8-7070-9706 Customers Affected: 1

Trouble Reported Summary

No Current - 1 Customer checked breaker - 1

Concained Tickets

Dispatcher Information

Dispatch Position: BRW S Dispatcher Initials:

Service Center Information

Service Center: Truck Number: 0000 Foreman: ER96:

Investigation Information

Cause Code: Equipment Code: Support Code: Interruption Category: Dispatch Position: BRW S Dispatcher Initials: Truck Number: 3334 Restoration Specialist:

.pleted Actions

No Trouble Found

.

E JELINIA .

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 Reyair Instructions

 'ETR History

 Restoration Time
 Type Mode
 Creation Time

 14:00:00 12/16/2003 ITR Normal
 11:37:00·12/16/2003

 Dispatcher / Service Center Comments

 Cust Remarks - N-DOG

 BRW S 119V 119V 238V

 Customer Comments

 Ticket Event Log

Generated: 11:37:00 12/16/2003 Time Off AL: 11:36:00 12/16/2003 Allocated 3334L by SYSTEM at 11:37:00 12/16/2003 Number Of Affected Customers 1 by SYSTEM at 11:37:00 12/16/2003 Time Off 11:36:00 12/16/2003 by SYSTEM at 11:37:00 12/16/2003 Time Off 11:36:00 12/16/2003 by SYSTEM at 11:37:00 12/16/2003 Ticket Type NLS by SYSTEM at 11:37:00 12/16/2003 Ticket Type SNC by SYSTEM at 11:37:00 12/16/2003 Ked At Time by June at 11:46:00 12/16/2003 Enroute 3334 by MDTSERVER at 11:49:00 12/16/2003 Arrive 3334 by MDTSERVER at 11:57:00 12/16/2003 Next Step Checking Service by MDTSERVER at 11:57:00 12/16/2003 Cause Code by MDTSERVER at 12:17:00 12/16/2003 Equipment Type by MDTSERVER at 12:17:00 12/16/2003 Fpl Wire Down mil by MDTSERVER at 12:17:00 12/16/2003 Interruption Type No Loss Of Service (includes ITCA/ RSB/RCF) by MDTSERVER at 12:17:00 12/16/2003 Completed With Truck 3334 by MDTSERVER at 12:17:00 12/16/2003 Work Order DCWT by MDTSERVER at 12:17:00 12/16/2003 Restore Time 11:36:00 12/16/2003 by MDTSERVER at 12:17:00 12/16/2003 Support Code by MDTSERVER at 12:17:00 12/16/2003 TLM Error UnChecked by MDTSERVER at 12:17:00 12/16/2003 Completed By JCC by Jacker at 12:34:00 12/16/2003 Completed With Truck 3334 by at 12:34:00 12/16/2003

Follow-up Investigations:

[] TLM Error [] Engr [] UPR [] Claims [] CFR

ATTACHMENT A Page 41 of 57

Jui-27-04 09:33am From-FPL RATES & TARIFFS 305 552 3849 T-542 P.002/004 F-569 3) MAGE 10/2 John St. Creation Information Ticket number: 1036 Ticket Date & Time: 19:04:00 04/ Ticket Type: FDR Ticket Key: 12903817 Interruption Type: Feeder Priofity: WA Ticket Referred Time: 21:42:00 04/08/2004 Threat Code: [X] 19:04:00 04/08/2004 ORIMAL RECEIVED Interruption Information Location: COUNTY LINE/4832 Trouble Coordinate: 8-7169-5718 Customers Affected: 1736 JUL 27 2004 Florida Public Service Commission Trouble Reported Summary Division of RCA. No Current - 2 See Remarks - 11 Assigned Account - 57 Has Threat Code - 149 No Loss of Service - 176 Flickering Lights - 176 Contained Tickets 1156 (D4/08) Dispatcher Information Dispatch Position: DADE N Dispatcher Initials: Service Center Information ----Service Center: INS Truck Number: 5443 Foreman: BR96: 35880420875 Investigation Information Cause Code: EQUIPMENT FAILED Equipment Code: JUMPER Support Code: Interruption Catagory: bd Dispatch Position: DADB N Dispatcher Initials: Inter Truck Number: 3315 Restoration Specialist: Completed Actions Reclose Breaker - INS Repair Instructions . ITR/STR History Restoration Time Type Mode 21:00:00 04/08/2004 ITR Normal Creation Time 19:04:00 04/08/2004 Dispatcher / Service Center Comments Cust Remarks - Feeder call created by DMSODMS DADE N - DURING RESTORATION PROCESS, MEED CREW TO REPAIR JUMPERS AT THE 01 SWITCE - ALSO FDR BREAKER 2040 F/4832 WAS RAD...NEED SUBSTATION CREW TO FIX OR REPLACE BREAKER. ALSO NEED TO CHECK FDR TELEMETRY & REGS FOR F/4832. RDGS ARE NOT ACCURATE ACCORDING TO SCADA...SEE EN ORD # 335477 NEOX - WORK TODAY Customer Comments Ticket Event Log Generated: 19:04:00 04/08/2004 Time Off At: 19:04:00 04/08/2004 Allocated 3522L by SYSTEM at 19:04:00 04/08/2004 Number Of Affected Contomers 1736 by SYSTEM at 19:04:00 04/08/2004 Time off 19:04:00 04/08/2004 by SYSTEM at 19:04:00 04/08/2004 Ticket Type FDR by SYSTEM at 19:06:00 04/08/2004 Looked At Time by SYSTEM at 19:06:00 04/08/2004 Allocated 3315M by STOTEM at 19:09:00 04/08/2004 Enroute 3315 by STOTEM at 19:09:00 04/08/2004

ATTACHMENT A Page 42 of 57

7-04 09:33am From-FPL RATES & TARIFFS	300 30L 3043	T-542 P.003/004	1 000
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ATTACHMENT A Page 43 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 5 "Record of outage in June 2004"



FPL records do not reflect any outages for Mr. Alcegueire.
Outage history since 1999
& the related trouble tickets provided.

See Response to Item 4. No separate attachment.

ATTACHMENT A Page 44 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 6 "Record of outage from January 2001"

O PAGE(S)

FPL records do not reflect any outages for Mr. Alcegueire.
Outage history since 1999 & the related trouble tickets provided.

See Response to Item 4. No separate attachment.

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ATTACHMENT A Page 45 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 7 "Record of meters not running"

2 PAGE(S)

Two meter tests provided

ATTACHMENT A Page 46 of 57

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. 44

FPL SYMBOL			RTEST				
COMPANY NUMBER:							
SERIAL NUMBER. :							
TYPE CODE							
DISTRICT							
ADDRESS		AVE					
PPID.							
DATE OF TEST:		14:31:3	1				
AS FOUND TEST RE				SL:	99,9	WA:	99,93
AS LEFT TEST RES				SL:	99.9	WA:	99.93
DIAL READING IN.	; 00738						
DIAL READING OUT	: 007.47						
TEST REASON:	SHP						
CREEP (YES/NO)	: N						
OPERATOR	: PJB						
KWH BOARD #	: 2552						
REGISTER TEST (V	ERIBOARD) H	RESULTS:	10/9				
DEMAND BOARD #	•••: 2						
KWD % ERROR AF	:						
KWD & ERROR AL							
TRANSMITTAL NUMB	ER:						
TRANSMITTAL DATE	:						
TAMPER INFORMATI	ON.:						
GENERAL REMARKS.	:						
COLUMN NUMERICO							

ATTACHMENT A Page 47 of 57

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FPL SYMBOL,: 5C		
COMPANY NUMBER: 36626		
SERIAL NUMBER.: S020336826		
TYPE CODE: 37		
DISTRICT 72		
ADDRESS 2913 SW 68 AVE		
PPID 001644787		
DATE OF TEST: 8/28/2001 08:50:36		
AS FOUND TEST RESULTS: SF: 99.68 SP:	SL: 99.68	WA: 99.72
AS LEFT TEST RESULTS .: SF: 99.68 SP:	SL: 99.88	WA: 99.72
DIAL READING IN.: 12642		
DIAL READING OUT: 12652		
TEST REASON: SHP		
CREEP (YES/NO): N		
OPERATOR PJB		
KWH BOARD # 2552		
REGISTER TEST (VERIBOARD) RESULTS: 10/10		
DEMAND BOARD # 1		
KWD % ERROR AF,:		
KWD & ERROR AL:		
TRANSMITTAL NUMBER:		
TRANSMITTAL DATE:		
TAMPER INFORMATION.: 53		
GENERAL REMARKS:		
COMMENTS :		
GOLE JULE 2		
SIGNATURE	DATE	

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ATTACHMENT A Page 48 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 8 "Record of outage in April 2004"



Trouble ticket 1038 Provided.

ATTACHMENT A Page 49 of 57

Ticket Creation Information Ticket number: 1038 Ticket Date & Time: 19:04:00 04/08/2004 Ticket Type: FDR Ticket Key: 12903817 12903817 Ticket Rey: 12903817 Interruption Type: Feeder Priority: WA Ticket Referred Time: 21:42:00 04/06/2004 ORIGINAL Threat Code: [X] Interruption Information Location: COUNTY LINE/4832 Trouble Coordinate: 8-7169-5718 Customers Affected: 1736 Trouble Reported Summary No Current - 2 See Remarks - 11 Assigned Account - 57 Has Threat Code - 148 No Loss of Service - 176 Flickering Lights - 176 Contained Tickets 1156 (04/08) Dispatcher Information Dispatcher Information Dispatch Position: DADE N Dispatcher Initials: (1976) Truck Number: 3315 Service Center Information Service Center: INS Truck Number: 5443 Foreman: 35880420875 ER96: Investigation Information Cause Code: BOUT Equipment Code: JUMP Support Code: JUMP Support Code: DADE N Dispatcher Initials: DADE N Dispatcher Initials: Truck Number: 3315 Restoration Specialist: BOUIPMENT PAILED JUMPER Completed Actions Reclose Breaker TNS -Repair Instructions ITR/ETR Eistory -----Restoration Time Type Mode 21:00:00 04/08/2004 ITR Normal Creation Time 19:04:00 04/08/2004 Cust Remarks - Feeder call created by DNSODMS DADE N - DURING RESTORATION PROCESS, MEED CREW TO REPAIR JUMPERS AT THE 01 SWITCH . ALSO FDR BREAKER 2040 F/4832 MAS BAD...NEED SUBSTATION CREW TO FIX OR REPLACE BREAKER, ALSO NEED TO CHECK FDR TELEMETRY • REGS F F/4832. RDGS ARE NOT ACCURATE ACCORDING TO SCADA...SEE SW ORD # 335477 NEOX - Work Today Customer Comments -----Ticket Event Log

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Generated: 19:04:00 04/08/2004 Time Off At: 19:04:00 04/08/2004 Allocated 3522L by SYSTEM at 19:04:00 04/08/2004 Number Of Affected Customers 1736 by SYSTEM at 19:04:00 04/08/2004 Time Off 19:04:00 04/08/2004 by SYSTEM at 19:04:00 04/08/2004 Ticket Type FDR by SYSTEM at 19:04:00 04/08/2004 Looked At Time by Members at 19:09:00 04/08/2004 Allocated 331SM by Members at 19:09:00 04/08/2004 Enroute 3315 by Members at 19:09:00 04/08/2004

-54-

ATTACHMENT A Page 50 of 57

* A Page Was Sent Out by Devene at 19:09:00 04/08/2004 Arrive 3315 by Theorem et 21:21:00 04/08/2004 Next Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Interruption Type Peeder by Devene at 21:25:00 04/08/2004 Next Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Rest Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Rest Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Rest Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Rest Step Investigating Circuit by Devene at 21:25:00 04/08/2004 Rest Type OCB (FEEDER BREAKER) by Conter at 21:26:00 04/08/2004 Rest Type OCB (FEEDER BREAKER) by Conter at 21:26:00 04/08/2004 Rest Time 20:10:00 04/08/2004 60% Added by Devene at 21:26:00 04/08/2004 Rest Time 20:10:00 04/08/2004 by Devene at 21:27:00 04/08/2004 Rest Time 20:10:00 04/08/2004 by Devene at 21:27:00 04/08/2004 Rest Time 20:10:00 04/08/2004 by Devene at 21:42:00 04/08/2004 Refer To NEOX by Devene at 21:42:00 04/11/2004 Refer To NEOX by Devene at 21:42:00 04/11/2004 Refer To NEOX by Devene at 21:42:00 04/11/2004 Refer To NEOX by Devene at 06:57:00 04/11/2004 Refer To NE 19:55:00 04/08/2004 63% Added by Devene at 07:38:00 04/11/2004 Refer To NE 19:55:00 04/08/2004 63% Added . . Pollow-up Investigations: [] TLM Brror [] Engr [] UPR [] Claims [] CFR CALL OVERVIEW Customer/Call Information Call Date/Time: 19:04:00 04/08/2004 Name: Address: City: ZipCode: Phone Number: Account Number: PPID: ITR: Last Callback: Customer Trouble Reported Customer remarks Feeder call created by DMS0DMS Device Stack Meter: TIN: LLN: OCR: Peeder: 8-7169-5718-1-P Customer Representative ID: Name :

ATTACHMENT A Page 51 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 9 "Record of claim filed for lost in June blackout in June 2002"



FPL records do not reflect any blackout or claim filed in June 2002. No separate attachment.

ATTACHMENT A Page 52 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 10 "Record of meters stopped running in part of house has electricity while other doesn't"

2 PAGE(S)

Trouble ticket #234 Provided.

ATTACHMENT A Page 53 of 57

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Ticket Creation Information Ticket number: 234 NLS Ticket number: 234 Ticket Date (Time: Ticket Type: MLS Cket Key: 34760264 terruption Type: Service .riority: 4 → 14:33:31 01/26/2002 ORIGINAL 347602649 .riority: 4 Ticket Referred Time: Threat Code: [] Interruption Information Location: 2913 SW 68TH AV Trouble Coordinate: 8-7070-9706 Customers Affected: 1 Trouble Reported Summary No Loss of Service - 1 Flickering Lights - 1 See Remarks - 1 Contained Tickets Dispatcher Information Service Center Information Service Center: Truck Number: Foreman: ER96: 0000 Investigation Information a: UNKNOWN, EQUIP FAILED Code: CONNECTOR (OH OR UG) Cause Code: UNK uipment Code: COM pport Code: COM pport Code: Second interruption Category: Dispatch Position: BRW S Dispatcher Initials: Second Truck Number: 3305 Restoration Specialist: Completed Actions Reworked Connections -BRW S Repair Instructions ITR/ETR History Restoration Time Type Mode Creation Time Dispatcher / Service Center Comments Cust Remarks - pls ck lights flickering since power disco last week BRW S - REWK/ALL CONN/AT W/H. ~ Customer Comments pls ck lights flickering since power disco last week

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low-up Invest	rigations:				
	[]Engr [] UPR	[] Claims	[] CFR		
,					
L OVERVIEW					
tomer/Call In	formation				
	14:31:34 01/26/2002 JUDE ALCEGUEIRE		•		
ia: Iress: Y:	2913 SW 68TH AV MIRAMAR				
Code:	33023 (954) 893-7755				
ount Number: D:	20902-21081 1544787				
: t Callback:					
tomer Trouble	Reported				
Loss of Servi Remarks					
tomer remarks					
ck lights fl.	ickering since power di	sco last week			
Stack					
	9706-0				
•	9493-0 E				
der: 8-7169-1 tomer Represen					
const vabrase					

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-59-

ATTACHMENT A Page 55 of 57

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 11 "Record of outage in November 2002 where the house have no electricity and the meter was running"

PAGE(S)

FPL records do not reflect any outages for Mr. Alcegueire in November 2002. A Recording Volt Meter (RVM) was installed on Nov. 14, 2002, to monitor service. The results indicated the voltage was within limits. A copy Of the RVM test is attached.

J

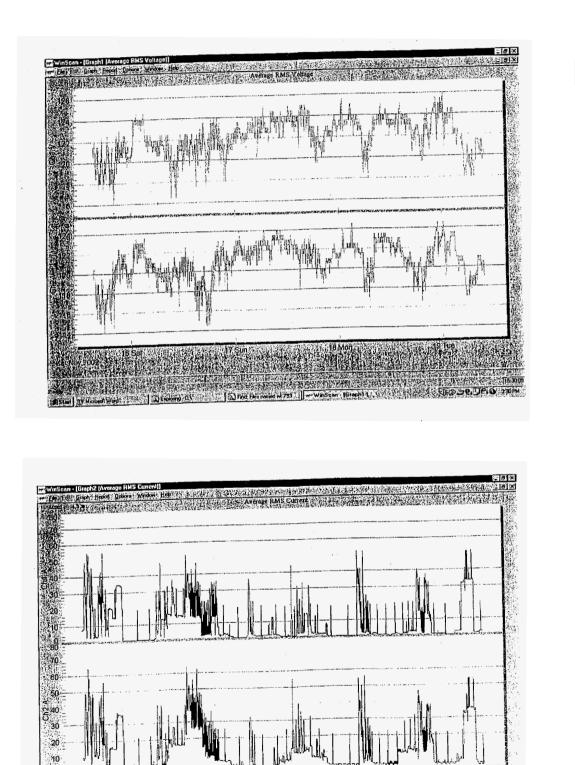
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Nov 2002

16 Sat

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19 Tue

18 Mon

-61-

17 Sun

Re: Jude Alcegueire's Complaints

FPL's response to ITEM NO. 12 "Record of the dispatcher going to the pole the next day and shutdown my electricity and restarted again"

PAGE(S)

FPL does not have record of a crew or a dispatcher being sent to the premise or disconnect or reconnect the service, or make repairs at anytime during the November 2002 time frame. A RVM was set in November 2002. No separate attachment.



Ernesto Rencurrell

From:	Jim Ruehl
Sent:	Thursday, April 29, 2004 3:18 PM
To:	Ernesto Rencurrell
Subject:	FW: request for site visit by PSC engineer

Hi Ernie here is a complaint I would like for you to look into. This is a long running complaint and as you can see there are several things we would like you to check on. If you have any questions please call Connie for she is handling this one.

Thanks Jim

----Original Message----From: Connie Kummer Sent: Thursday, April 29, 2004 3:16 PM To: Jim Ruehl Cc: Martha Brown; Rhonda Hicks Subject: request for site visit by PSC engineer

Complaints 445185E, 446514E, 446515E and 446516E were filed by Mr. Jude Alcequeire, 2913 S.W. 68th Avenue, Hollywood, Florida 33023. Although the original complaints addressed a deposit issue, during an informal conference call, an issue arose concerning the proper measurement of electricity to Mr. Alcequeire's residence. The customer is disputing bills based on the assertion that he is not using the amount of electricity being registered on the meter. FPL has performed a meter test, showing the meter to be within tolerance, however, the customer insists that the problem is not necessarily in the meter but in the transformer or other distribution equipment, causing the meter reading to be inaccurate. Please have a field engineer make an appointment with FPL to complete the following tasks:

1. Obtain copies of, and review any meter tests performed on the meter serving that address in the last five years, if available;

2. Obtain copies of, and review any tests performed or work orders issued for service on the meter or transformer serving that address in the last 5 years, if available;

3. Obtain copies of, and review any tests performed or work orders issued on any reliability complaints at that address in the last 5 years, if available;

4. Perform a site visit to visually inspect the pole, transformer and meter for any unusual conditions which might impact the amount of electricity registering on the meter;

5. If the customer consents, accompany an FPL employee in the conduct of a energy audit of the residence. An audit was done some years ago, but it appears some changes may have taken place in appliances or number of residents in the home since the last audit.

The complete complaint file is rather large, and the original complaints dealt primarily with deposits but if you believe a complete copy would be helpful, we'll be a happy to supply it. I would appreciate if the site visit could be completed within the next two weeks, but if that is not possible, please advise me when it can be completed. FPL is aware that we will asking for a site visit and should be prepared to accommodate whomever is assigned. If you or the engineer assigned have any questions, please let me know.

1

Thanks,

Connie Kummer

Connie Kummer

From:	Ernesto Rencurrell
Sent:	Wednesday, June 02, 2004 7:06 AM
To:	Jim Ruehl
Cc:	Connie Kummer
Subject:	Customer Complaint #445185EAddress-2913 S.W. 68 Avenue,MiramarName-Jude Alcegueire

6/2/2004

I visited the area of the above-mentioned subject on 6/1/2004. Since Florida Power and Light issued a work order to install an added transformer, I proceeded to check the current transformer which services Mr. Alcegueire. This transformer has a capacity of 50 KVA. Its transformer load number is 8-7069-9795-0-4. This transformer services a total of 17 customers including Mr. Alcegueire and is in the R/O 3008 S.W. 67 Lane. Whether overloaded or not, FPL has proposed to install a 50 KVA transformer on the pole located in the R/O Mr. Alcegueire's property.

I looked at the existing open wire secondary circuit and single phase primary circuit which is currently serving Mr. Alcegueire's home for possible tree contacts. There are two tree contacts with the open wire secondary circuit and the locations are as follows: 1) Need trimming on tree in R/O 2919 S.W. 68 Avenue due to touching and rubbing on open wire secondary circuit and very close to primary circuit. 2) Need trimming on tree in the R/O 3007 S.W. 68 Avenue due to touching and rubbing on open wire secondary circuit.

I didn't find any other particular condition which could affect Mr. Alcegueire,

Mr. Alcegueire needs to cooperate with FPL for them to replace the existing pole(35 feet tall) with a taller pole(40 feet) in the R/O his property to accomodate the new 50 KVA transformer.

If there are any questions please let me know.

Ernie Rencurrell

May-19-04	07:04pm	Frem-FPL	RATES	6	TARIFES

305 552 3949

T-460 P.002/013 5-075

P PPL	Custor	ner Inquiry Respor	ISE
Customer's First Na Last / Business Nar Alternate Name:		JEIRE	
Service Address:		V 68TH AVE Ar. Fl. 33023	
FPSC Log: Account #:	445185E 20902-31081	Received From: Response Type:	Ernie Supplemental 2

Response Comments:

1. Obtain copies of, and review any meter tests performed on the meter servicing that address in the last five years, if available;

The original meter 5C11541 serving this customer was set on July 1, 1989. The customer connected service, at this address, November 24, 1999. Meter 5C11541 was removed for testing on October 23, 2000 and subsequently tested on October 27, 2000. The test results indicated the meter was operating at a Weighted Average of 99.93%, which is within allowable tolerance (Attachment #1).

Meter number 5C36826 was set on October 23, 2000 and removed for testing on August 23, 2001. Meter number 5C36826 was tested on August 28, 2001 and was found to be operating at a Weighted Average of 99.72%, which is within acceptable tolerance (Attachment #2).

Meter number 5C72808 was set on August 23, 2001 and is currently serving this premise

A chart with the customer's billing history from January 2000 thru April 2004 is also provided (Attahcment #3).

2. Obtain copies of, and review any tests performed or work orders issued for service on the meter or transformer serving that address in the last 5 years, if available;

In an effort to thoroughly check the service/voltage, FPL installed a Recording Volt Meter (RVM) at Mr. Alcegueire's premise on November 14th, 2002, which monitored his service from November 15th thru November 19th. The results indicated the voltage was within allowable limits (Attachment #4A and #4B).

May-19-04 07:04pm From-FPL RATES & TARIFFS

305 552 3849

T-490 P.003/013 F-076

Jude Alcegueire 445185E

The Area Service Center has engineered a job to upgrade the existing facilities that are serving Mr. Alcegueire's residence. FPL will split the existing bus and add an additional transformer on an existing pole that is located in the rear of Mr. Alcegueire 's property. The existing pole will also need to be changed out to a tailer pole and a support guy wire will be installed for support. A new transformer will then be installed. (Attachment #5 and #6).

The Area Service Center has made numerous attempts to contact Mr. Alcegueire, in order to complete the work. However, they have not been able to speak with him. On December 15 and 16, 2003 an FPL crew upgraded the existing transformer serving Mr. Alcegueire.

3. Obtain copies of, and review any tests performed or work orders issued on any reliability complaints at that address in the last 5 years, if available;

Attached is the Outage History from January 1, 1999 thru April 20, 2004 (Attachment #7), which includes trouble tickets generated to investigate a specific problem at the premise.

4. Perform a site visit to visually inspect the pole, transformer and meter for any unusual conditions which might impact the amount of electricity registering on the meter;

In February, 2003, Phillip Gonzalez, Service Planner, visited the site and took field notes to upgrade the existing facilities serving Mr. Alcegueire.

5. If the customer consents, accompany an FPL employee in the conduct of an energy audit of the residence. An audit was done some years ago, but it appears some changes may have taken place in appliances or number of residents in the home since the last audit.

FPL is willing to meet with the customer and an FPSC Field Engineer, at the customer's premise.

Approval Signature:	Juan Khoury
Approver's Title:	Power Systems Supervisor
Date of Approval:	05/19/2004

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May-19-04 OT:04pm From-FPL RATES & TARIFFS	305 552 3849	T-480 P.004/013 5-076 ATTPHMENT #1
FPL SYMBOL 5C COMPANY NUMBER: 36626 SERIAL NOMBER: 36626 SERIAL NOMBER: \$020336626 TYFE COLE. 37 DISTRICT. ?2 ADDRESS. 2913 SW 62 AVE PFIC. C01644767 OATE OF TEST. 8/28/2001 08:50:36 AS FCUND TEST RÉSULTS: SF: 99.68 DIAL AEADING IN.: 12642 DIAL AEADING OUT: 12652 TEST REASON: SHP CREEP (YES/NO): N OPERATOR 1 KWH BOARD #: 2552 REGISTER TEST (VERIBOARD) RESULTS: 10/10 DEMAND BOABD #: 1 KWD % ERROR AF: * TRANSMITTAL NUMBER: * TRANSMITTAL DATE; TAMPER INFORMATION.:	REPORT 5L: 99.68 5L: 99.58	
GENERAL REMARKS		-
Comments :		
SIGNATURE	DATE	

ATTACHMENT B Page 6 of 14

May-19-04 07:05pm From-FPL PATES & TARIFFS

305 552 3849

T-480 P 005/013 F-076 ATTACHMENT #2



FPL FPL METER TEST REPORT

COMPANY NUMBER: 11541 SERIAL NUMBER.: GC04211541 TYPE CODE....: 29 DISTRICT..... 72 ADDRESS..... 2913 SW 68 AVE PPID....: 031644787 DATE OF TEST ..: 10/27/2000 14:31:31 SL: 99.9 WA: 99.93 'AS FOUND TEST RESULTS: SF: 59.93 SF: AS LEFT TEST RESULTS .. SF: 99,33 SP: SL: 99.9 WA: 99.93 DIAL READING IN. : 00738 DIAL READING OUT: 00747 TEST PEASON SHP CREEP (YES/NO) N OPERATOR. PJB KN9 BOARD # 2352 REGISTER TEST (VERIBOARD) RESULTS: 10/9 DEMAND BOARD # 2 KWD & ERROR AF KWD % EXROR AL...; V TRANSMITTAL NUMBER: TRANSMITTAL DATE ...: TAMPER INFORMATION .:

GENERAL REMARKS....

SIGNATURE _____ DATE _____

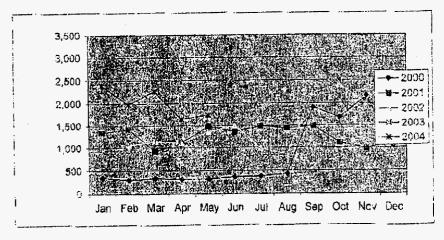
May-19-04 07:05pm From-FPL RATES & TARIFFS

305 552 3849

T-430 P. 006/013 F-078 HTTPHINCN7 #3

Name: Jude Alcegueire Account Number: 20902-31081

	8: 2000 A	200 diata	20021	1502005K415	1時、2004年前
Jan	351	1,344	1,637	2,413	2400
Feb	298	1,422	1,057	2,456	1980
Mar	. 331	923	1,144	1,855	2266
Apr	310	1,092	1,108	1,968	1646
May	319	1,486	1,358	2,299	1739
Jun	364	, 1,363	1,498	2,547	
Jui	378	1,488	983	2,889	
Aug	424	1.435	849	2,747	
Sep	1,904	1,490	2,226	2,811	
Oct	1,082	1,101	2,393	2,540	
Nov	2,149	961	1,991	2,090	
Dec	1,051	1,108	1,762	2,104	

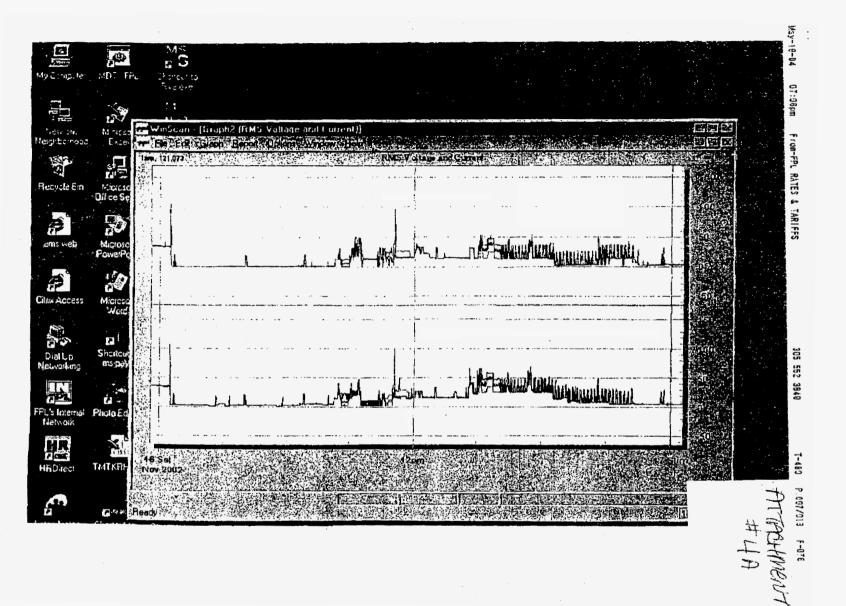


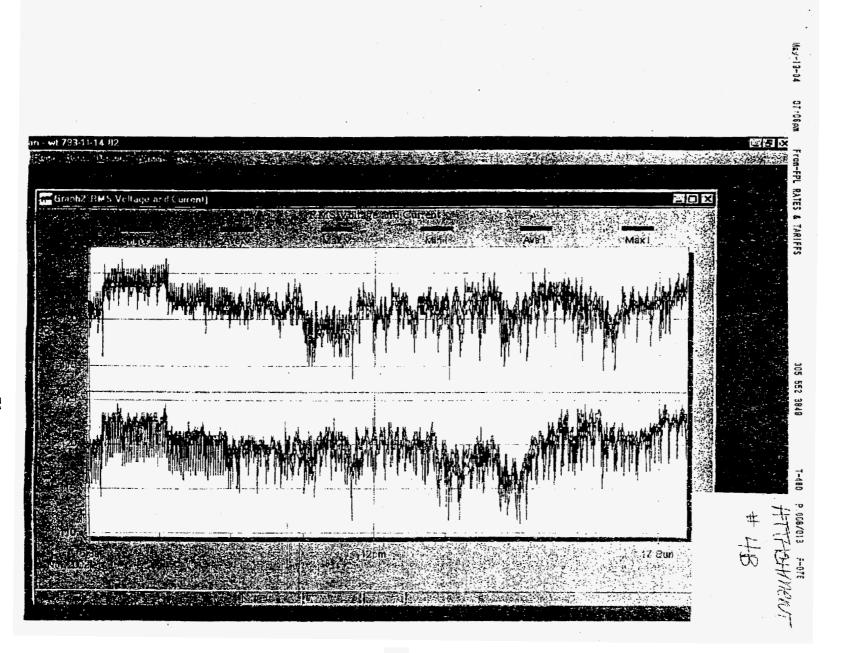
Notes: In early 2000, customer informed FPL that family was in Illinois.

October 2009, attic inspection "0" ceiling insulation.

August 2001, his revealed central air inoperable, small room a/c unit was in use.

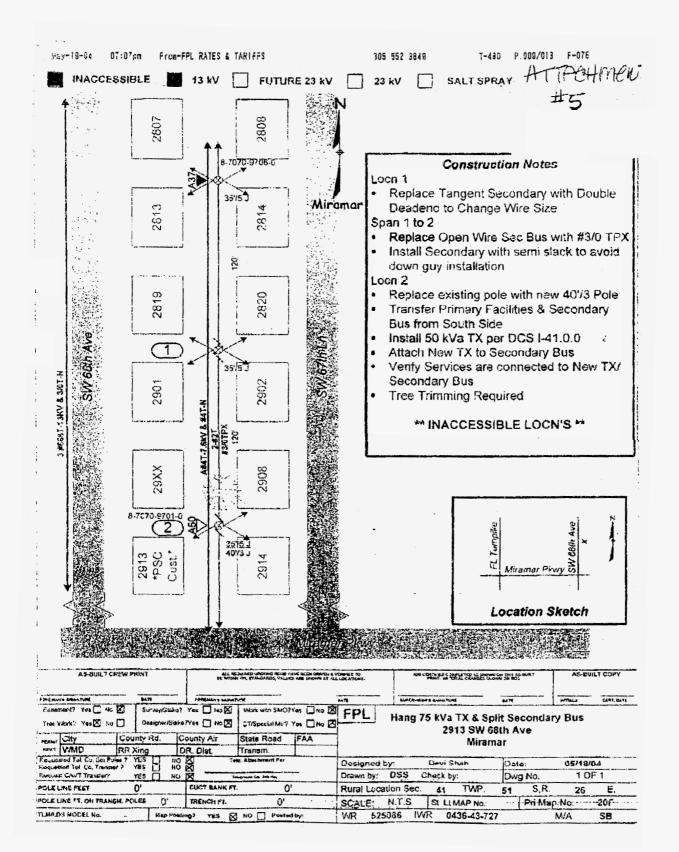
October 2002, field visit revealed a new 2.5 ton central unit operating, SEER 10.

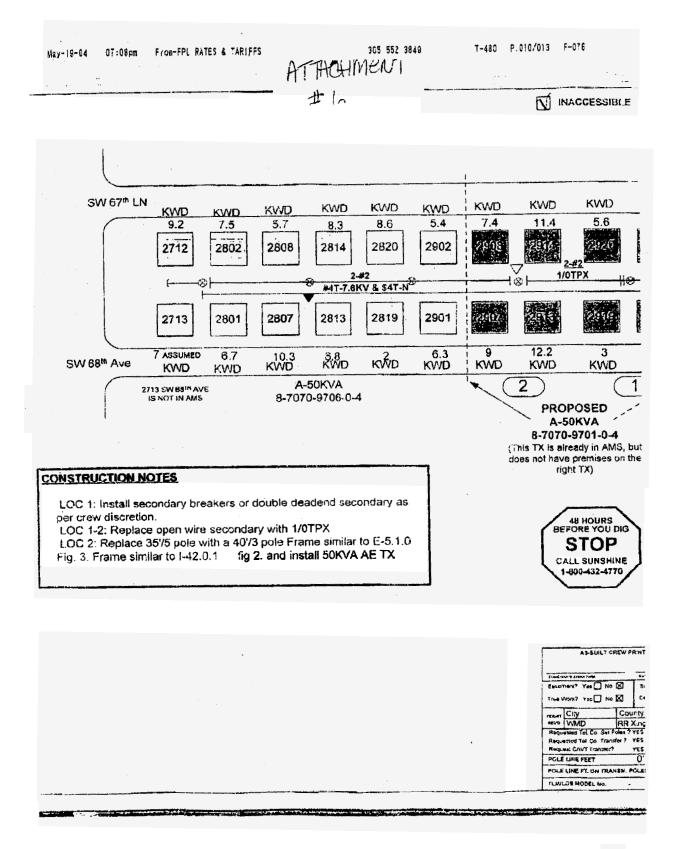




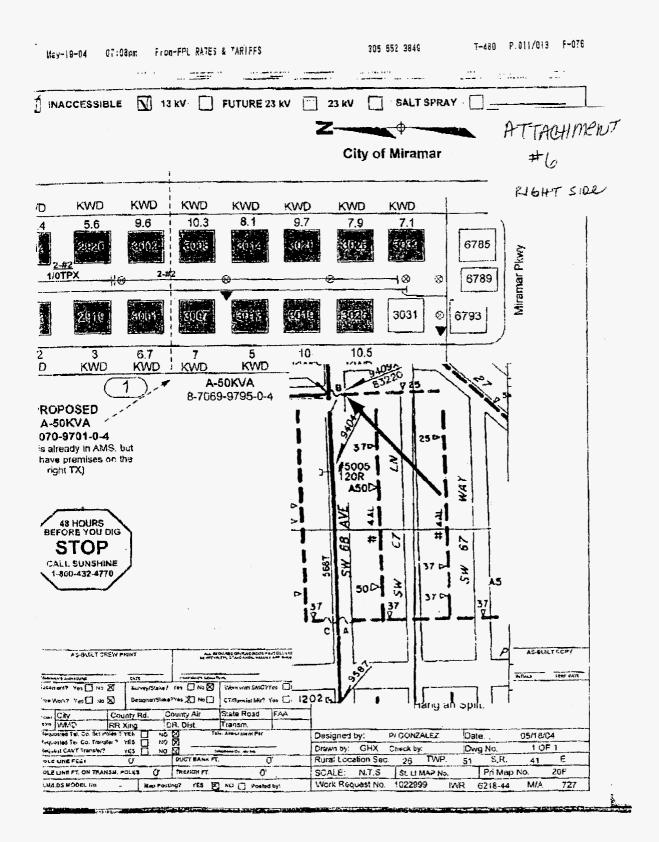
ATTACHMENT B Page 9 of 14

-71-





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			• •		A	TIPOHMENT
						TIPCHMENT (PG1) 1
		C	outage History			- 1
ice Interruptions fro	m innuant 1 1000	thru April 20, 2084				- 1
Date Date	1999	2000	2001	2002	2003	2004
of interruptions	1	0	0	11	3	
	And the state of t					•
Indiatamenting rog	arding convice inte	recuptions from Jan	uary 1, 1999 thru April 2	0, 2004		
DATE 10/15/99	POW	/ER OFF minutes	POWER ON	DEVICE TYPE Lateral		CAUSE/REMARKS
9/30/02		35 minutes	8:35AM	Lateral		Unknown / Fuse Switch
7/2/03		27 minutes	2:49PM	Feeder		Tree /limb Lightning
9/27/03		121 minutes	7:05PM	Feeder		Crew Request (Planned)
12/15/03		19 minutes	2:36PM	Lateral Feeder		Equipment failed,
4/8/04	7:04PM	56 minutes	8:06PM	reeder		jumper/cause unknown

* October 15, 1999, Hurricano Irene (Trouble ti ket is no longer available)

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FPL records also reflect the following trouble tickets were generated to investigate a specific problem that was occurring at his residence:	305 552
ti26/02 Trouble Ticket 234 generated at approximately 2:33 pm, Customer remarks, please check lights flickering since power disconnected last week, (Disconnected for non payment) Restoration Specialist responded and reworked all connections at weatherhead. No other problems were found.	3849
12/15/03. On December 15, 2003 a prearranged interruption was scheduled to upgrade existing facilities that serve Mr. Alcegueire's home as well	
as other neighboring customers. The service was disconnected at approximately 9:00 a.m. and transformer was upgraded. Service was reconnected prior to 12 noon. Later that day, the crew was required to make minor adjustments and the service was disconnected for approximately 20 minutes. In addition, on December 16, 2003 a prearranged interruption to complete the work was conducted. The service was	1-489
disconnected at approximately 10:30 a.m. and restored at approximately 12:15 p.m.	P.012/01
12/16/03 Trouble Ticket 362 generated at approximately 11:37a.m. Mr. Alcegueire contacted Customer Service and reported he was without power. Restoration Specialist (RS) arrived and reported 'no trouble found." Voltage was normal. (119V-119V-238V.) Trouble ticket was	2//013
completed at 12:34p.m.	5-075
	50

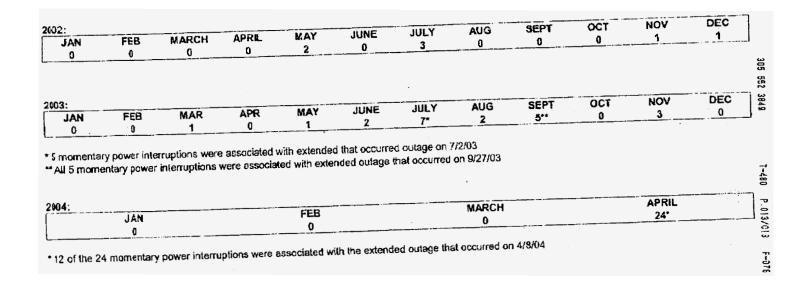
-75-

#MIPCHMENT #MIPG 2) :

May-19-04 07:09pm

From-FPL RATES & TARIFFS

Momentary Power Interruptions from January 1, 2002 thru April 20, 2004



Oct-19-04 11:02am FromT-006 P.001/008 F-079

FLORIDA POWER & LIGHT COMPANY

FACSIMILE	TRANSMITTAL SHEET
TO: Ronda Kicks	FROM: IRIS LUTES
COMPANY:	DATE: 10-19-04
FAX NUMBER: 850-413-6450	SENDER'S PHONE NUMBER: (305) 552-3803
PHONE NUMBER: 850-413-6449	SENDER'S FAX NUMBER: (305) 552-3849
Re: Jude alcegue	INCLUDING COVER SHEET:
D FOR REVIEW DINTERIM D FINAL	L CI SUPPLEMENTAL
Bhonda,	
Os reque the account and	ested attached is

9250 WEST FLAGLER STREET MIAMI, FL 33174

		ACCOUNT	AUDIT 2913 SW (68th Ave		NAME: CITY/STATI	Jude Alcegue	eire Miramar, Fl			ACCT# DATE	20902-31081 10/19/04 Page 1 of 7
SECO			METER	XWH	BILLE	FREV	RAYMENT	T CREDUCT	BDEBITA	A OTHER		REMARKS STATES
C.NO.	NO	BEDATE	READING		AMOUNT	BALLA				解剖核常常		
H							·					
	1	11/22/99			\$550.00						\$550.00	Initial Deposit
f	2	11/27/99			4000.00	\$550.00	(\$250.00)				\$300.00	
ŀ	3	124/99				\$300.00	(4200.00)		\$16.00			Initial Service Charge
h	4	12'4/99		150	\$13.01	\$316.00			410100			Bill for 11/24/99- 12/4/99
t	5	126/99				\$329.01		(\$50.00)				Deposit reduction
F	6	12/15/99				\$279.01	(\$30.00)				\$249.01	
F	7	12/30/99				\$249.01	(\$100.00)					Payment
	8	1/6/00	92949	351	\$31.31	\$149.01					\$180.32	Bill for 12/4/99-1/6/00
Γ	9	1/24/00				\$180.32	(\$30.00)				\$150.32	Payment
Γ	10	24/00	93247	298	\$27.58	\$150.32				\$2.25	\$180.15	Bill for 1/6/00-2/4/00 & LPC
	11	2/15/00				\$180.15		(\$250.00)			(\$69.85)	Deposit reduction
	12	2/16/00				(\$69.85)			\$19.00		(\$50.85)	Reconnect Charge
	13	37/00	93578	331	\$29.91	(\$50.85)					(\$20.94)	Bill for 2/4/00 - 3/7/00
1	14	45/00	9386B	310	\$28.43	(\$20.94)					\$7.49	Bill for 3/7/00-4/5/00
	15	54/00	94207	319	\$29.06	\$7.49				\$0,11	\$36.66	Bill for 4/5/00-5/4/00
	16	5/12/00				\$36.66	(\$15.00)				\$21.66	Payment
	17	65/00				\$21.66		(\$0.45)				Revenue Rebate
	18	615/00	94571	364	\$32.22	\$21.21				\$0.32	\$53.75	Bill for 5/4/00 - 6/5/00
	19	6/14/00				\$53.75	(\$20.00)				\$33.75	Payment
	20	7/5/00	94949	_378	\$34.94	\$33.75				\$0.51	\$69.20	Bill for 6/5/00- 7/5/00
	21	7/21/00				\$69.20	(\$20.00)				\$49.20	Payment
L	22	8:3/00	95373	424	\$38.40	\$49.20				\$0.74		Bill for 7/5/00-8/3/00
ł	23	8/:0/00				\$88.34	(\$25.00)					Payment
Ĺ	24	8/22/00				\$63.34	(\$30.00)				\$33.34	Payment
L	25	9.5/00	97277	1904	\$162,88	\$33.34				\$0.50		Bill for 8/3/00-9/5/00
1	26	96/00				\$196.72	(\$50.00)					Payment
-	27	9/26/00				\$146.72	(\$50.00)					Payment
F	28	10.4/00	98659	1682	\$143.63	\$96.72						Bill for 8/3/00-10/4/00
	29	10/9/0D				\$240.35	(\$50.00)				\$190.35	Payment
~	30	10/27/00				\$190.35	(\$50,00)					Payment
	31	11/2/00	370	2149	184.11	\$140.35				\$2.11	\$326.57	Bill for 10/4/00-11/2/00 (mlr chg)
1	32	12/1/00				\$326.57	(\$50.00)					Payment
1	33	12/1/00				\$276.57	(\$50.00)				\$226.57	Payment
L												

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T-006 P.002/008 F-0'!

ATTACHMENT C Page 2 of 8

Acct	# 20902-31081
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読		DATESE			AMOUNT	LAL BALL					OU	
34						\$226.57					\$226.67	
3:	5	12/1/00				\$226.57		(\$2.11)			\$224.46	Cancel 11/2/00 LPC
36	5	12/4/00				\$224.46		(\$184.11)			\$40.35	Cancel 11/2/00 billing
3	7	124/00				\$40.35			\$97.42			Re bill 11/2/00 billing
31	8	12/5/00	1422	1051	\$88.94	\$137.77				\$0.61		Reg. Bill, Service 11/2/00-12/5/00 & LPC
3	9 1	2/18/00				\$227.32		(\$143.63);			\$83.69	Cancel 9/5/00 billing
4) 1	2/\8/00				\$83.69		(\$162.88)				Cancel 10/4/00 billing
4	1	2/18/00				(\$79.19)			\$124.64		\$45.45	Re bill 9/5/00 billing
42	2 1	2/18/00				\$45,45			\$109.65		\$155.10	Re bill 10/4/00 billing
43	3 1	2/22/00			1	\$155.10	(\$25.00)				\$130.10	Payment
44	4 1	2/30/00				\$130.10	(\$25.00)				\$105.10	Payment
4	5	1.6/01	2766	1344	\$123.51	\$105.10					\$228.61	Reg. Bill, Service 12/5/00-1/6/01
4	6	1/8/01				\$228.61	(\$25.00)				\$203.61	Payment
4	7	21/01				\$203.61	(\$25.00)				\$178.61	Payment
4	8	26/01	4188	1422	\$130.79	\$178.61				\$2.68	\$312.08	Reg. Blil, Service 1/6/01 -2/6/01 & LPC
4	9	2/12/01				\$312.08	(\$25.00)				\$287.08	Payment
50	Ō	35/01		1		\$287.08	(\$50.00)				\$237.08	Payment
5	1	37/01	5111	923	\$84.12	\$237.08				\$3.56		Reg. Bill, Service 2/6/01-3/7/01 & LPC
52	2	3/15/01				\$324.76	(\$30.00)				\$294.76	Payment
53	3	3/26/01				\$294.76	(\$30.00)				\$264.76	Payment
54	4	46/01	6203	1092	\$108.56	\$264.76				\$3.97	\$377.29	Reg. Bill, Service 3/7/01-4/5/01 & LPC
5	5	49/01				\$377.29	(\$50.00)				\$327.29	Payment
3 5	6	5/2/01				\$327.29	(\$50.00)				\$277.29	Payment
5	7	5/10/01	7689	1486	\$148,72	\$277.29				\$4.16	\$430.17	Reg. Bill, Service 4/5/01- 5/10/01 & LPC
5	8	5/12/01				\$430.17	(\$100.00)					Payment
5	9	68/01				\$330.17		(\$19.68)				Deposit Interest Credit
60	0	6.9/01				\$310.49	(\$80.00)				\$230.49	Payment
61	1	6/11/01				\$230.49		(\$16.36)				Revenue Rebale Credit
62	2	6/11/01	9052	1363	\$136.22	\$214.13				\$3.21	\$353.56	Reg. Bill, Service 5/10/01 - 6/11/01 & LPC
63	3	6/22/01				\$353.56	(\$60.00)					Payment
64	1	7/11/01	10540	1488	\$148.92	\$293,56				\$4.40	\$446.88	Reg. Bill, Service 6/1/01-7/11/01 & LPC
6	-	7/14/01				\$446.88	(\$70.00)					Payment
6	6	7/23/01				\$376.88	(\$30.00)					Payment
6		8/3/01	11975	1435	\$143.53	\$346.88				\$5.20		Reg. Bill, Service 7/11/01-8/9/01 & LPC
61	6	8/12/01				\$495.61	(\$70.00)					Payment
6		8/19/01				\$425.61	(\$50.00)					Payment

Oct-19-04 11:02am From-

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Docket No. 041169-EI Date: October 21, 2004

T-006 P.003/008 F-079

											Acct # 20902-31081 Page 3 of 7
5 - F					and the state	PAVMENT	_i(n,i201);	DEBUS	- 年余期		DREMARKS
NOT	DATE	1.1		DAMOUNT	BEALA					DUE	
70	8/20/01		20429022544		\$375.61			\$19.00			Reconnect Charge
71	8/20/01				\$394.61	(\$115.00)				\$279.61	
72	94/01				\$279.61	(\$25.00)				\$254.61	
73	9/10/01	*00824	1490	\$149.13	\$254.61				\$3.53		Reg. Bill, Service 8/9/01- 9/10/01 & LPC
74	9/12/01				\$407.27	(\$70.00)				\$337.27	
75	9/18/01				\$337,27	(\$50.00)				\$287.27	
76	9/27/01				\$287.27	(\$70.00)				\$217.27	
77	109/01	1925	1101	\$102.20	\$217.27			_	\$3.26		Reg. Bill, Service 9/10/01-10/9/01 & LPC
78	109/01				\$322.73	(\$50.00)				\$272.73	
79	10/15/01				\$272.73	(\$50.00)				\$222.73	
80	10/25/01				\$222.73	(\$50.00)				\$172.73	Payment
81	116/01			-	\$172.73	(\$60.00)				\$112.73	Payment
82	11/7/01	2906	981	\$90.85	\$112.73				\$1.69	\$205.27	Reg. Bill, Service 10/9/01-11/7/01 & LPC
83	11/21/01				\$205.27	(\$70.00)				\$135.27	Payment
84	12/7/01				\$135.27	(\$60.00)				\$75.27	Payment
85	12/10/01	4014	1108	\$102.89	\$75.27				\$1.13	\$179.29	Reg. Bill, Service 11/7/01-12/10/01 & LPC
86	12/31/01				\$179.29	(\$50.00)				\$129.29	Payment
87	11/11/02	5651	1637	\$153.29	\$129.29				\$1.94	\$284.52	Reg. Bill, Service 12/1/01-1/11/02 & LPC
88	1/17/02			+	\$284.52			\$19.00		\$303.52	Reconnect Charge
89	1/17/02				\$303.52	(\$129.29)				\$174.23	Payment
90	215/02				\$174.23	(\$70.00)					Payment
91	2/12/02	6708	1057	\$98.20	\$104.23				\$1.28	\$203.71	Reg. Bill, Service 1/11/02-2/12/02 & LPC
92	2/18/02			••••	\$203,71	(\$70.00)				\$133.71	Payment
93	3.5/02				\$133.71	(\$60.00)					Payment
94	3/13/02	7852	1144	\$106.46	\$73.71				\$1.11	\$181.28	Reg. Bill, Service 2/12/02-3/13/02 & LPC
95	3/18/02				\$181.28	(\$60.00)				\$121.28	Payment
96	4/10/02				\$121.28	(\$80.00)					Payment
97	4/11/02	8960	1108	\$103.05	\$41.28			······		\$144.33	Reg. Bill, Service 3/13/02-4/11/02 & LPC
98	5.6/02			,	\$144.33	(\$80.00)				\$64.33	Payment
99	5/10/02	10318	1358	\$118.59	\$64.33					\$182.92	Reg. Bill, Service 4/11/02-5/10/02 & LPC
100	5/21/02		1000	4110100	\$182.92	(\$80.00)				\$102.92	Payment
101	6/10/02				\$102,92		(\$15.08)			\$87.84	Deposit Interest Credit
102	6/11/02				\$87.84		(\$17.71)				Revenue Rebate Credit
102					001.04						

Oct-19-04 11:02am From-

-80-

ATTACHMENT C Page 4 of 8

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P. 10 /011 F-079

											Acct # 20902-31081 Page 4 of 7
ENE!		METER	KWHE	AMOUNT		PAYMENT	URED D	TDENIT,	L.Pr	TOTAL S	A CONTRACT OF REMARKS
103	6/11/02	11814	1496	\$130.85	\$70.13					\$200.98	Reg. Bill, Service 5/10/02-6/11/02 & LPC
104	6/13/02				\$200.98	(\$70.00)					Payment
105	7/11/02	12797	983	\$85.27	\$130.98				\$1.96	\$218.21	Reg. Bill, Service 6/11/02-7/11/02 & LPC
106	7/11/02				\$218.21	(\$60.00)		· · · ·			Payment
107	8/2/02				\$158.21	(\$50.00)				\$108.21	Payment
108	8/9/02	13646	849	\$73.37	\$108.21				\$1,62	\$183.20	Reg. Bill, Service 7/11/02-8/9/02 & LPC
109	8/26/02				\$183.20	(\$70.00)				\$113.20	Payment
110	56/02				\$113.20	(\$60.00)				\$53.20	Payment
111	9/10/02	15872	2226	\$195.66	\$53.20					\$248.86	Reg. Bill, Service 8/9/02-9/10/02
112	9/19/02				\$248.86	(\$53.20)				\$195.66	Payment
113	109/02	18270	2398	\$210.95	\$195.66					\$406.61	Reg. Bill, Service 9/10/02-10/9/02
114	10/11/02				\$406.61	(\$90.00)				\$316.61	Payment
115	11/5/02				\$316.61	(\$70.00)					Payment
116	11/7/02	20261	1991	\$174.80	\$246.61				\$3,70	\$425.11	Reg. Bill, Service 10/9/02-11/7/02 & LPC
117	12/3/02				\$425.11	(\$85.00)				\$340.11	Payment
118	12/10/02	22023	1762	\$154.45	\$340.11					\$494.56	Reg. Bill, Service 11/7/02-12/10/02
119	12/23/02				\$494,56	(\$100.00)					Payment
120	1/10/03	24436	2413	\$213.81	\$394,56					\$608.37	Reg. Bill, Service 12/10/02-1/10/03
121	2/11/03				\$608.37		(\$2,81)				Revenue Rebate
122	2/11/03	26892	2456	\$217.65	\$605.56					\$823.21	Reg. Bill, Service 1/10/03 - 2/11/03
123	2/11/03				\$823.21	(\$100.00)					Payment
124	2/24/03				\$723.21	(\$100.00)				\$623.21	Payment
125	3/12/03				\$623.21	(\$100.00)				\$523.21	Payment
126	3/13/03	28747	1855	\$163.88	\$523.21				\$7.85		Reg. Bill, Service 2/11/03-3/13/03
127	3/20/03				\$694.94			\$55.00			Additional deposit billed
128	3/21/03				\$749.94		(\$7.85)			\$742.09	3/13/03 late payment charge waived
129	3/21/03				\$742.09		(\$55.00)			\$687.09	Additional deposit waived
130	3/24/03				\$687.09	(\$50.00);				\$637.09	Payment

Oct-19-04

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											Acct # 20902-31081
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NO	(DAI)	均能特定		AMOUNT						A KOO	A DE LE ALERANDER DE LE ALERAND
131	4/11/03	30715	1968	\$183.94	\$637.09					\$821.03	Reg. Bill, Service 3/13/03-4/11/03
132	4/21/03				\$821.03	(\$121.00)				\$700.03	Payment
133	5/12/03	33014	2299	\$215.23	\$700.03					\$915.26	Reg. Bill, Service 4/11/03-5/12/03
134	5/18/03				\$915.26	(\$120.00)				\$795.26	Payment
135	5/19/03				\$795.26	(\$120.00)					Payment
136	6/2/03				\$675.26			\$120.00			Returned bank item
137	6/2/03				\$795.26			\$23,24		\$818.50	Returned bank item charge
138	6/9/03				\$818.50	(\$120.00)				\$698.50	Payment
139	6/10/03				\$698.50		(\$15.00)				Deposit interest credit
140	6/11/03	35561	2547	\$238.65	\$683.50					\$922.15	Reg. Bill, Service 5/12/03-6/11/03
141	6/13/03				\$922.15	(\$120.00)					Payment
142	6/18/03				\$802.15			\$100.00		\$902.15	Additional deposit billed
143	6/20/03				\$902.15		(\$100.00)			\$802.15	Additional deposit waived
144	6/27/03				\$802.15			\$120.00		\$922.15	Returned bank item (CASH ONLY)
145	6/27/03				\$922.15			\$23.24		\$945.39	Returned bank tiem charge
146	7/11/03	38450	2889	\$270.98	\$945.39					\$1,216.37	Reg. Bill, Service 6/11/03-7/11/03
147	7/14/03				\$1,216.37	(\$120.00)				\$1,096.37	Payment
148	8/5/03				\$1,096.37	(\$100.00)				\$996.37	Payment
149	8/11/03	41197	2747	\$272.54	\$996.37				•	\$1,268.91	Reg. Bill, Servcie 7/11/03-8/11/03
150	8/18/03				\$1,268.91			\$165.00			Additional deposit billed
151	8/20/03				\$1,413.91		(\$165.00)			\$1,268.91	Additional deposit waived
152	8/22/03				\$1,268.91	(\$100.00)				\$1,168.91	Payment
153	9/10/03	44008	2811	\$278.96	\$1,168.91					\$1,447.87	Reg. Bill, Service 8/11/03-9/10/03
154	9/22/03				\$1,447.87	(\$120.00)				\$1,327.87	
155	10/9/03	46548	2540	\$251.85	\$1,327.87				\$19.92	\$1,599.64	Reg. Bill, Service 9/10/03-10/9/03
155	10/13/03				\$1,599.64		(\$19.92)			\$1,579.72	10/9/03 LPC credit
157	10/18/03				\$1,579.72	(\$100.00)				\$1,479.72	
158	11/7/03	48638	2090	\$206.88	\$1,479.72	/			\$22.20		Reg. Bill, Service 10/9/03-11/7/03
159	11/14/03				\$1,708.80			\$190.00			Additional deposit
160	11/15/03				\$1,898.80	(\$100.00)				\$1,798.80	
161	12/1/03				\$1,798.80		(\$22.20)				11/7/03 LPC credit
162	12/3/03				\$1,776.60		(\$190.00)				Additional deposit
163	12/4/03				\$1,586.60		(\$1.96)				7/11/02 LPC credil
164	12/4/03				\$1,584.98		(\$1.62)				8/9/02 LPC credit
165	12/4/03				\$1,583.02		(\$3.70)				11/7/02 LPC credit
165	12/10/03	50742	2104	\$208 59	\$1,579.32						Reg. Bil, Service 11/7/03-12/10/03

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T-006

P.006/008 F-079

ATTACHMENT C Page 6 of 8

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in and	and the second second										REMARKS
LINE		MELEK.	KWH		FILTEV	E ANAMERUS.	n GREDU			E	
NQX	EUALE #	READING		AMOUNI	这次 中人与34%			建筑运行 运			
166	12/10/03				\$1,787,91					\$1,787.91	Previous Balance
167	1/1304	53142	2400	\$237,27	\$1,787.91					\$2,025.18	Reg. Bill, Service 12/10/03 - 1/13/04
168	1/24/04	00112	1.00	44441	\$2,025.18	(\$138.00)					Payment
169	2/12/04				\$1,887.18		(\$1.26)				Revenue Rebate
170	2/12/04	55122	1980	\$195,40	\$1,885.92					\$2,081.32	Reg. Bill, Service 1/13/04 - 2/12/04
171	2/20/04				\$2,081.32			\$200.00		\$2,281.32	Additional deposit
172	2/23/04				\$2,281.32	(\$100.00)				\$2,181.32	Payment
173	2/23/04			1	\$2,181.32		(\$200.00)			\$1,981.32	Cancel 2/20/04 additional deposit-
174	3/12/04				\$1,981.32	(\$120.00)				\$1,861.32	Payment
175	3/15/04	57388	2266	\$223.91	\$1,861.32					\$2,085.23	Reg. Bill, Service 2/12/04-3/15/04
176	4/2/04				\$2,085.23	(\$120.00)				\$1,965.23	Payment
177	4/13/04	59034	1646	\$162.10	\$1,965.23				\$29.48	\$2,156.81	Reg. Bill, Service 3/15/04-4/13/04
178	4/16/04				\$2,156.81		(\$29.48)			\$2,127.33	4/13/04 LPC credit
179	4/26/04				\$2,127.33	(\$120.00)				\$2,007.33	Payment
180	5/12/04	60773	1739	\$171.04	\$2,007.33	·····			\$30.11	\$2,208.48	Reg. Bill, Service 4/13/04-5/12/04
181	5/17/04				\$2,208.48		(\$30.11)			\$2,178.37	5/12/04 LPC credit
182	5/19/04				\$2,178.37			\$200.00		\$2,378.37	Additional deposit
183	5/20/04				\$2,378.37		(\$200.00)			\$2,178.37	Cancel 5/19/04 additional deposit
184	5/20/04				\$2,178.37	(\$120.00)				\$2,058.37	Payment
185	6/10/04				\$2,058.37		(\$15.04)			\$2,043.33	Deposit interest credit
186	6/11/04	63062	2289	\$225.79	\$2,043.33					\$2,269.12	Reg. Bill, Servcie 5/12/04-6/11/04
187	6/19/04				\$2,269.12	(\$100.00)				\$2,169.12	Payment
188	6/30/04				\$2,169.12	(\$100.00)				\$2,069.12	Payment
189	7/13/04	65695	2633	\$260.01	\$2,069.12				\$31.04	\$2,360,17	Reg. Bill, Service 6/11/04-7/13/04
190	7/14/04				\$2,360.17	·····	(\$31.04)			\$2,329.13	7/13/04 LPC credit
191	7/20/04				\$2,329.13			\$195.00		\$2,524.13	Additional deposit
192	7/22/04				\$2,524.13		(\$195.00)			\$2,329.13	Cancel 7/20/04 additional deposit
193	7/29/04				\$2,329.13	(\$100.00)				\$2,229.13	Payment
194	8/11/04	68090	2395	\$236.32	\$2,229.13	· · · · · · · · · · · · · · · · · · ·				\$2,465.45	Reg. Bill, Service 7/13/04-8/11/04
195	8/23/04			1	\$2,465.45	(\$120.00)				\$2,345.45	Payment
196	8/31/04			1	\$2,345.45	(\$120.00)				\$2,225.45	Payment
197	9/10/04	*70841	2741	\$271.74	\$2,225.45				\$33.38	\$2,530,57	Reg. Bill, Service 8/11/04 - 9/10/04
198	9/22/04		1		\$2,530.57		(\$33.38)			\$2,497.19	9/10/04 LPC credit
199	10/11/04		1		\$2,497.19	(\$150.00)				\$2,347,19	Payment

Oct-19-04

01:16pm From-

ATTACHMENT C Page 7 of 8

T-01 8

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ATTACHMENT C Page 8 of 8

T-008 P.003/003 F-084

					ACCT#	20902-31081 Page 7 of 7
	BILL Amount	iriev Ibau	-PAMENT GREDT	NGEBIJE 210	ITOTAL DUE	
2360	\$23 2.83	\$2,347.19				Reg. Bill, Service 9/10/04 - 10/11/04
		\$2,580.02		\$185.00		Additional deposit
		\$2,765.02	(\$185.00)		\$2,580.02	Cancel 10/18/04 additional deposit

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10/11/04 10/18/04 10/19/04

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