

State of Florida



CORRESPONDENCE
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Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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

DATE: August 26, 2016
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Kelley F. Corbari, Senior Attorney, Office of the General Counsel *KFC*
RE: **Docket No. 140220-WU** – Application for staff-assisted rate case in Polk County by Sunrise Utilities, LLC.

Attached please find a copy of a correspondence between Commission Staff and the Florida Rural Water Association regarding whether Sunrise Utilities, LLC may require application agreement and deposits from customers. Please file the attached document in the correspondence tab of the above-referenced docket file.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

KFC

From: [Kelley Corbari](#)
To: [Patti Daniel](#); "[Gary Williams](#)"
Cc: [Greg Shafer](#); [Shannon Hudson](#); [Laura King](#); [Robert Graves](#)
Subject: RE: Example - Sunrise
Date: Friday, August 26, 2016 4:12:49 PM
Attachments: [FPSC Rules - Service.docx](#)

Gary,

The utility may require an agreement/application from new customers of record when service is initiated. The utility cannot require existing customers to execute an agreement. Additionally, the utility may only discontinue service for specific instances, which are outlined in Rule 25-30.320, F.A.C., and the refusal of an existing customer to execute an agreement is not on the list. **See attached** The utility has recourse for customers that do not pay their bills. The utility may disconnect service, after proper notice, and could even require an additional deposit.

Let me know if you have any additional questions.

Thanks,
Kelley

Kelley F. Corbari,

Senior Attorney – Regulatory Analysis Section

Office of the General Counsel

FLORIDA PUBLIC SERVICE COMMISSION

Email: KCorbari@psc.state.fl.us

Direct Phone: (850) 413-6234

Direct Fax: (850) 413-6235

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

From: Patti Daniel
Sent: Friday, August 26, 2016 4:04 PM
To: 'Gary Williams'
Cc: Kelley Corbari; Greg Shafer; Shannon Hudson; Laura King; Robert Graves
Subject: RE: Example - Sunrise

The agreement is not a requirement. The utility can provide service, collect rates and charges, collect a deposit, and discontinue service for nonpayment, consistent with the Commission's rules and statutes, without a service agreement.

From: Gary Williams [<mailto:gary.williams@frwa.net>]
Sent: Friday, August 26, 2016 3:44 PM
To: Patti Daniel
Cc: Kelley Corbari; Greg Shafer; Shannon Hudson; Laura King; Robert Graves
Subject: Re: Example - Sunrise

Ok, but this doesn't really answer my question and establish a water user agreement between the customer and utility. Your issue is who the customer is but issue I see first is utility has no agreement with customer with requirements and rules for water service. I was told folks are telling the utility they don't have right to cut off water for non payment or any other reason because the customer never agreed to any service rules or requirements. So message to utility owner is you can't cut me off for any reason because you now provide my service and with no agreement you have to provide water no matter what I do. The puts a water purveyor on an awful tough position and most water utilities get a customer to sign a water user agreement with the rules prior to establishing service. So this water utility doesn't have that and needs to establish for customers trying to take advantage of water utility and other customers who pay for service as they should.

Letter can be modified but is water user agreement concept so utility has recourse ok with PSC?

Thanks,

Gary

On Aug 26, 2016, at 3:11 PM, Patti Daniel <PDaniel@PSC.STATE.FL.US> wrote:

Gary, we have an open dockets for two systems owned by Mr. Szabo, Alturas and Sunrise. These are issues that have previously been discussed with Mr. Szabo. See comments below.

From: Kelley Corbari
Sent: Friday, August 26, 2016 11:38 AM
To: Patti Daniel
Subject: Example - Sunrise

Here is 1 time where Mr. Szabo was told about not being able to require property owner to pay tenants outstanding bill.

Kelley F. Corbari,

Senior Attorney – Regulatory Analysis Section
Office of the General Counsel
FLORIDA PUBLIC SERVICE COMMISSION
Email: KCorbari@psc.state.fl.us
Direct Phone: (850) 413-6234
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From: Kelley Corbari
Sent: Wednesday, March 11, 2015 4:29 PM
To: l.szabo@rogers.com
Cc: Adam Teitzman; 'williamjtwyford@gmail.com'
Subject: Sunrise Utilities -- Ramales Complaint RE Deposit

Hello Mr. Szabo,

I spoke to Mr. Twyford this morning regarding Mr. Ramales complaint concerning tenant delinquent utility bills. I explained to Mr. Twyford that Sunrise misunderstood the rules regarding deposits and past due bill responsibility and that, after our discussion you would be resolving the dispute immediately. In speaking with Mr. Twyford, it appears that there may be another billing issue that needs to be clarified.

Mr. Twyford stated that in addition to requiring Mr. Ramales to pay \$522.73 to satisfy the outstanding bills of several of past tenants, Sunrise also required Mr. Ramales to pay \$120.00 for the deposit and new service connection fee for his new tenant. According to Mr. Twyford, Sunrise refused to establish service for Mr. Ramales' new tenant unless Mr. Ramales satisfied the balance of his prior tenants' accounts and paid the new tenant's deposit. My understanding from my discussion with you on this issue, however, was that Mr. Ramales voluntarily established service for the 2366 Peach Avenue address in his name.

As I previously explained, utility service is delineated by customer and not by address. A utility may not require a property owner to pay a tenant's past due bills, unless the property owner and the tenant agree to establish service in the property owner's name, such as a condition of the lease between the owner and the tenant. This also means that a utility cannot require the property owner to pay a tenant's deposit and connection fees for establishing new service unless the property

owner wishes to do so. While a utility may require a customer to pay a deposit for each address serviced, a utility may not generally hold a new customer at a specific location responsible for service to the same location that was established under a prior customer.

I told Mr. Twyford that I would contact you about this, and if Mr. Twyford is correct that Sunrise refused to establish service for Mr. Ramales' new tenant at 2366 Peach Avenue and required Mr. Ramales to pay the new tenant's deposit and connection fee prior to establishing service to the location, then this was an error and Sunrise must resolve this issue as well. There are several ways Sunrise can handle obtaining the deposit from Mr. Ramales new tenant, but the \$120.00 deposit and connection fee paid by Mr. Ramales on January 15, 2015, must be refunded along with the \$522.73.

Finally, I also advised Mr. Twyford that in addition to jurisdiction over the utility's rates, the Commission also had the authority and a procedure for handling customer complaints. I advised Mr. Twyford that if he or his client had any complaints or issues in the future that they could not amicably work out with the Utility, that he or his client could contact me or the Commission Consumer Assistance department prior to threatening litigation and making unfounded criminal allegations. Mr. Twyford was pleased that Sunrise would be issuing Mr. Ramales a \$522.73 refund for the Peach Avenue past due balances, and agreed to work with the Utility and the Commission on customer issues that may arise in the future.

I hope this clarifies the issue for you. Please let me know as soon as possible how Sunrise resolves the issue of the \$120.00 deposit paid by Mr. Ramales. Also, if you believe it would be helpful, I am happy to schedule a call with you and Melissa to discuss this situation with the both of you so that everyone understands the rules and proper procedures for handling

deposits and past due accounts.

As always, if you have any further questions, please do not hesitate to contact me.

Sincerely,
Kelley

cc: William J. Twyford

Kelley F. Corbari,

Senior Attorney – Regulatory Analysis Section

Office of the General Counsel

FLORIDA PUBLIC SERVICE COMMISSION

2540 Shumard Oak Boulevard

Tallahassee, FL 32399-0850

Email: KCorbari@psc.state.fl.us

Direct Phone: (850) 413-6234

Direct Fax: (850) 413-6235

<image001.png>

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25-30.310 Initiation of Service.

- (1) A utility may require that **application for service** be made in writing and in accordance with the forms prescribed by the utility. However, the utility shall treat a completed application as notice that service is desired and as an expression of the applicant's willingness to conform to the utility's service rules and regulations which are in effect and on file with the Commission.
- (2) Upon an applicant's compliance with utility's reasonable **rules regarding service initiation**, the utility shall **initiate service** without unreasonable delay. **To ensure effectiveness of its rules regarding service and the initiation of service, a utility shall set out its rules or policies in its tariff, and those rules or policies shall have uniform application.**
- (3) In addition to the above, **the utility shall provide each applicant for service with a copy of the brochure** entitled "Your Water and Sewer Service" which is prepared by and available from the Florida Public Service Commission, Office of Consumer Assistance and Outreach, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0867.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111, 367.121 FS. History—New 9-12-74, Formerly 25-10.71, 25-10.071, Amended 11-10-86.

25-30.311 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 payment of bills for the service requested. A satisfactory guarantor shall, at a minimum, be a customer of the utility with a satisfactory payment record. 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 (5) 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) Receipt for deposit. A non-transferrable **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.
- (3) Record of deposits. Each utility having on hand deposits from customers shall keep records to show:
 - (a) The name of each customer making the deposit;
 - (b) The premises occupied by the customer when the deposit was made;
 - (c) The date and amount of deposit; and
 - (d) A record of each transaction concerning such deposit.

(4) Interest on deposit.

- (a) Each public utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits of 2 percent per annum. The utility shall pay an interest rate of 3 percent per annum on deposits of nonresidential customers qualifying under subsection (5) below when the utility elects not to refund such a deposit after 23 months. Such interest rates shall be applied within 45 days of the effective date of the rule.
- (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 public 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.

(5) 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 above 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 meter, or (e) used service in a fraudulent or unauthorized manner. Nothing in this rule shall prohibit the company from refunding at any time a deposit with any accrued interest.

(6) 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.

(7) New or additional deposits. A utility may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit should not exceed an amount equal to the average actual charge for water and/or wastewater service for two billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, then the utility shall base its new or additional deposit upon the average monthly billing available.

25-30.320 Refusal or Discontinuance of Service.

- (1) Until adequate facilities can be provided, a utility may refuse to serve an applicant if, in the best judgment of the utility, it does not have adequate facilities, or supply to render the service applied for, or if the service is of character that is likely to affect unfavorably service to other customers.
- (2) As applicable, the utility may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:
 - (a) For noncompliance with or violation of any state or municipal law or regulation governing such utility service.
 - (b) For failure or refusal of the customer to correct any deficiencies or defects in his piping or equipment which are reported to him by the utility.
 - (c) For the use of utility service for any other property or purpose than that described in the application.
 - (d) For failure or refusal to provide adequate space for the meter or service equipment of the utility.
 - (e) For failure or refusal to provide the utility with a deposit to insure payment of bills in accordance with the utility's regulation.
 - (f) For neglect or refusal to provide reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility.
 - (g) For nonpayment of bills, including nonpayment of municipal sewer service under circumstances specifically provided in Section 159.18(2), F.S., or noncompliance with the utility's rules and regulations in connection with the same or a different type or a different class of utility service furnished to the same customer at the same premises by the same or affiliated utility only after there has been a diligent attempt to have the customer comply, including at least 5 working days' written notice to the customers. Such notice shall be separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the utility's office is open and the U.S. Mail is delivered. A utility shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the utility.
 - (h) Without notice in the event of a condition known to the utility to be hazardous.
 - (i) Without notice in the event of tampering with regulators, valves, piping, meter or other facilities furnished and owned by the utility.
 - (j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the utility, before restoring service, may require the customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use. Service shall not be discontinued if, prior to the arrival of the utility to discontinue service, the customer has:
 1. Paid for all fraudulent use of service;
 2. Demonstrated the fraudulent use has ceased;
 3. Paid all other applicable fees and charges; and
 4. The service condition allowing fraudulent use of service has been corrected.

- (3) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
- (4) In case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance. In all instances involving refusal or discontinuance of service the utility shall advise in its notice that persons dissatisfied with the utility's decision to refuse or discontinue service may register their complaint with the utility's Customer Relations Personnel and to the Florida Public Service Commission at 1(800) 342-3552, which is a toll free number.
- (5) The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer:
- (a) Delinquency in payment for service by a previous occupant of the premises unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer will receive benefit from such service.
 - (b) Failure to pay for appliances or equipment purchased from the utility.
 - (c) Failure to pay for a different class of service, except where two or more classes of service are rendered to the same customer at the same premises.
 - (d) Failure to pay the bill of another customer as guarantor thereof.
 - (e) Failure to pay a dishonored check service charge imposed by the utility.
- (6) No utility shall discontinue service to any customer, between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this prohibition shall not apply when:
- (a) Discontinuance is requested by or agreed to by the customer; or
 - (b) A hazardous condition exists; or
 - (c) Meters or other utility-owned facilities have been tampered with; or
 - (d) Service is being obtained fraudulently or is being used for unlawful purposes.

Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.081, 367.111, 367.121 FS. History—New 9-12-74, Amended 4-3-80, 10-25-84, Formerly 25-10.74, 25-10.074, Amended 11-10-86, 1-1-91, 1-7-93, 11-30-93, 10-28-98.

From: [Patti Daniel](#)
To: ["Gary Williams"](#)
Cc: [Greg Shafer](#); [Shannon Hudson](#); [Kelley Corbari](#)
Subject: RE: Sunrise leter
Date: Friday, August 26, 2016 8:51:24 AM

Let me touch base with our legal staff before I give you a firm answer, but my initial reaction is that he just needs to follow our rules re discontinuance of service and collection of deposits if he has customers that don't pay on time. I'm not sure an application is the way to go at this point.

From: Gary Williams [mailto:gary.williams@frwa.net]
Sent: Thursday, August 25, 2016 4:00 PM
To: Greg Shafer; Patti Daniel
Subject: Fwd: Sunrise leter

Thoughts? No sure if regulated by PSC or not but folks are telling them they don't to pay because no agreement to pay.
Thanks. Gary

Begin forwarded message:

From: L SZABO <l.szabo@rogers.com>
Date: August 25, 2016 at 11:50:26 AM EDT
To: "gary@frwa.net" <gary@frwa.net>
Subject: Fw: Sunrise leter
Reply-To: L SZABO <l.szabo@rogers.com>

On Thursday, August 25, 2016 11:35 AM, L SZABO <l.szabo@rogers.com> wrote:

Dear Mr. Williams,

We have spoken to each other earlier part of this week regarding to have a Residential Service Application completed with our water service consumer to become officially Sunrise Utilities customers.

We had many losses through the years due to previous management's inconsideration to our finances by not enforcing the collections of the outstanding money owed to us for our water services.

We are facing serious expenditures, and to be able to comply with, we must put our customers or consumer records into order and rectify the mistakes of the past.

I am enclosing the cover letter to be sent with the Residential Service Application form

I would like to have your comments if we are missing something or not emphasizing enough that it must be completed, and we are within our rights written in the letter.

I thank you for your previous help and I will call you later to have your comments.

Yours truly,

Leslie Szabo

416 782 5418
for Sunrise Utilities.

We greatly value our Customers who pay their bills timely but unfortunately some of them are not, - and this affects everyone.

In order to ensure everybody are treated equally and follow the provision of the rules we must have a signed agreement with each of our consumer as your water service provider.

All the information requested on the Residential Service Application are for the purposes of having an agreement with the person(s) actually having the benefit from our water services and become responsible for their own water bill.

If you have not completed previously the Service Application Form and are the owner of the property please singe as owner having their own residency of the actual service address.

As owner/ corporation must provide the names of the renters having valid leases at the various properties you are currently renting.

Failure to that will be held responsible of the current and all previous outstanding balances owed to the rental property not disclosed.

If you are a tenant and leasing the premises you are responsible for your own water usages at the location of service provided.

Based on the previous records as a recipient of our services and made timely payment of your water usage, NO deposit will be required, - already having an established credit history.

Simply completing the Application Form will be sufficient to receive continuous water services as Sunrise Utilities LLC customer.

Being behind with your payments repeatedly as owner, or as a rental tenant, we must ask for the minimum amount of \$ 52.00 security deposit allowed by the Public Service Commission.

We also reserve our rights to bring rental tenant accounts up to date having outstanding balances from previous location benefitting of our water services.

Please return your Application Form with all documentation requested not later than 30 days to PO Box 2608 Eaton Park Fl, 33840 to maintain your continuous water services without any interruption.

Please feel free to contact us at yourwaterutility@gmail.com and we will answer to all your questions quickly, and do not call our emergency repair line related to this issue.

Thank you for your cooperation,

Sunrise Utilities LLC Billing Department and Customer Service