

State of Florida



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: November 18, 2004

TO: Director, Division of the Commission Clerk & Administrative Services (Bayó)

FROM: Office of the General Counsel (Brown)
Division of Regulatory Compliance and Consumer Assistance (Hicks)
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: 11/30/04 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\ECR\WP\041169A.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 estimates what he believes is an appropriate amount to pay for service to his house and pays 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

Mr. Alcegueire's account is \$2,430.02. This amount reflects a payment of \$150 made by the customer on November 3, 2004. Mr. Alcegueire asserts that the entire amount is in dispute in light of the unresolved complaints pending before the Commission and claims that FPL owes him money for damaged computer equipment and household goods.

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.

PSC 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, three by phone from Tallahassee and once 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 part of Attachment A, outlines the staff's efforts to resolve Mr. Alcegueire's complaints through the informal complaint process. 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.

To provide background on efforts taken to address Mr. Alcegueire's complaints, staff has compiled a chronology of the events and activities which have occurred. It is not a complete listing of every conversation or every detail of every conversation which occurred. Mr.

Alcegueire has spoken with several staff members, many of them multiple times, but the essence of the conversations and activities are captured in the summary below.

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| Nov 24, 1999 | Customer established service at current address. FPL informed customer that based on his Equifax report, he would be required to pay a \$550 deposit prior to establishment of service in accordance with PSC rules. Customer requested his deposit be reduced to \$250 which was denied but payment arrangements were made for the balance of the deposit. |
| Dec. 6, 1999 | Deposit was further reduced to \$500, and the \$50 credited to his account |
| Feb. 15, 2000 | Account disconnected for non-payment. Customer requested payment extension and again raised the deposit issue. Deposit was further reduced to \$250 with the outstanding credit applied to his account although his account indicated that the average two months bill was \$350. |
| Mar. 26, 2000 | Customer requested that his deposit be refunded, which FPL denied, explaining that the deposit balance was applied to the outstanding balance on his bill. |
| Oct. 6, 2000 | Customer filed a high bill complaint. FPL removed and tested customer's meter and found it to be within allowed tolerance but issued a courtesy credit for the month of October 2000 to settle the complaint. |
| June 6, 2001 | Customer again filed a high bill complaint. Despite repeated attempts, FPL stated that it was unable to reach the customer to discuss the matter and service was disconnected for a past due amount of \$278. |
| Aug. 20, 2001 | Service was disconnected for a past due balance. Customer again contacted FPL and complained of high bills. |
| Aug. 22, 2001 | FPL allowed reconnection for \$115 payment on the outstanding balance and conducted another high bill investigation. As part of this investigation, FPL again tested the meter and found it to be within tolerance. FPL found a window air conditioner operating, and a pool pump with no operable timer. A message was left explaining the meter test results. Customer called FPL and asked to speak with a supervisor. A supervisor returned the call but had to leave a message on the answering machine. FPL records do not indicate that customer called the supervisor back. |
| Aug. 30, 2001 | Since the bills were determined to be accurate, final notice for service disconnection was again issued with a final due date of September 10, 2001. |
| Sept. 12, 2001 | Customer contacted FPL executive offices and said bill was based on speculation. Test results were reviewed with the customer who then indicated that a resident in his household was on medically essential equipment. FPL mailed customer the MES application package but it was never returned. A payment arrangement was made and completed for the past balance due on August 20. |
| Oct. 1, 2001 | Because bills continued to accrue, final notice for disconnection was issued with a due date of October 9, 2001. Customer contacted FPL on numerous occasions between October 9 and November 5, requesting to speak with a 'scientist' about appliance electric usage. When FPL informed him, there was no such person available and that he should contact the appliance manufacturer, he again filed a high bill complaint. On November 5, customer agreed to another high bill investigation. |

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| Nov. 6, 2001 | Investigation was completed and FPL did not find any abnormal conditions with the customer's equipment or FPL's meter. |
| Jan. 26, 2002 | Customer reported flickering lights. FPL repaired the service drop that same day. |
| Feb. 1, 2002 | Final notice of disconnection was issued with a final due date of Feb. 11, 2002. Customer contacted FPL about food spoilage from the Jan. 26 flickering, and indicated that he had experienced partial service outage from Jan 25 through Jan. 26. He requested \$900 in food loss, laundry service, a damaged light fixture, and the cost of minor electrical repairs. The customer did not provide the required documentation, however, FPL offered a courtesy payment of \$300 which was accepted by the customer. |
| Feb. 21, 2002 | Customer again contacted FPL with a high bill complaint, alleging that the flickering condition repaired on Jan. 26 caused his electric bills to be high. Several attempts were made to explain that the problem repaired was at the weather head, before the meter. |
| Mar. 15, 2002 | Customer agreed to another high bill investigation, however, when FPL arrived on Mar. 19 to perform investigation, customer refused the investigation, stating that he only wanted his previous bills credited. He spoke with a supervisor who reviewed the three previous high bill complaint investigations and two meter tests. Customer stated that the only way he would be satisfied was if his bills were no more than \$80 -\$90 per month. Based upon the review, supervisor declined to adjust the bills but offered to have the meter tested again. |
| Mar. 25, 2002 | Meter serviceman went to customer's home to remove meter for testing, however customer denied access to meter, indicating that he had not requested the test. He reiterated that he only wanted his bills adjusted. Customer called FPL executive offices and spoke with the VP of Customer Services who again denied the requested relief. According to FPL, the customer then attempted to contact FPL Group CEO approximately 80 times that same day after his request to speak to the CEO was denied. FPL corporate security contacted the customer and informed him that any further contact with FPL's executive offices would be considered harassment and a police report was filed. |
| Mar. 25, 2002 | PSC/CAF records show that the customer contacted the PSC concerning an overbilling situation with FPL which he said has been going on for 2 years. Complaint 446185E was opened. |
| April 1, 2002, | Customer again contacted CAF with additional complaints that FPL had run a credit check on him without his authorization and that the deposit requested by FPL to initiate service was too high. Customer was also upset that a complaint had been opened on his initial call "since there was no agreement." He stated that he wanted the complaint reassigned to another analyst and that he would file a new complaint every time a different issue came up. Case was reassigned. Four different complaints were opened. In addition to the original complaint 445185E, Complaint files 446514E (credit report run without his consent), 446515E (excessive deposit) and 446516E (request for policies and procedures for initiating service) were opened on 4/1/02. |

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| April 15, 2002 | Response received from FPL indicating that there was no record of a credit report on the customer's account but that an inquiry was made to Equifax for a credit score to determine an appropriate deposit. Further, Equifax does not show any inquiry from FPL in the last 24 months, saying that a utility inquiry would not affect the customer's credit report. FPL also provided the account history as outlined above. |
| May 15, 2002 | Staff responded by letter to the customer on all the open complaints, concluding that it did not appear that FPL had violated any PSC rules or its tariff and closing the complaints. |
| Jun. 14, 2002 | Customer faxes his request for an informal conference to PSC/CAF. (Attachment A, Page 14) |
| July 15, 2002 | PSC by letter acknowledged the request for informal conference and enclosed the PSC/CAF Form X as specified by the then applicable Rule 25-22.032(8). Customer was instructed to complete form and return it to the PSC by no later than July 30, 2002, or the request for informal conference would be denied. |
| July 25, 2002 | Customer returned the Form X but it was incomplete. The only information he provided was that he had talked with Dr. Bane and she had all the facts. He did not identify specific issues in dispute or a dollar amount in dispute, or indicate a suggested resolution. (Attachment A, Page 17) |
| Aug. 8, 2002 | PSC General Counsel McLean sent a letter with a second Form X, indicating that the customer needed to respond to all the items in order to facilitate an informal conference and respond by no later than Aug. 16, 2002. (Attachment A, Page 18) |
| Aug. 13, 2002 | Customer returned the second Form X, listing the issues to be addressed, stating that all facts were in dispute, that he did not know the dollar amount in dispute, and did not provide a proposed resolution. Again, he indicated that he had spoken with Dr. Bane on his concerns. (Attachment A, Page 20) |
| Aug. 22, 2002 | Legal requested copy of customer's file, and responsibility for case was transferred to Legal Division. |
| Nov. 18, 2002 | After review of file, Legal closes all complaints by letter to customer, explaining the findings on each issue raised. |
| Nov. 22, 2002 | Customer sends fax addressed to Dr. Bane, providing more detail on the four original complaints and adding three new complaints alleging (1) FPL denied him access to documents that he needed to show that the meter stopped working and that he is therefore not responsible for the high bills; (2) that FPL did not follow Federal or state laws with regard to FPL's request for a credit score; and (3) that he be provided with a copy of the meter test performed by FPL showing the reading was not accurate "in the transformer need to be changed with two line connection." (Attachment A, Page 21) |
| Nov 2002 – Jun 2003 | FPL and staff continue to work with customer to address his concerns and reach a mutually agreeable settlement. |
| July 22, 2003 | Additional information received from FPL, providing a detailed response to each point raised by the customer as described in Nov. 22, 2002, fax from customer. |
| Aug 5, 2003 | Copies of the Customer's CATS forms along with information gathered in response to the Customer's Nov. 21, 2002 letter forwarded to Legal. |
| Aug. 29, 2003 | PSC sent letter to Customer establishing an informal conference by telephone on September 18, 2003. |

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| Sept. 2, 2003 | Customer indicated that he did not want a telephonic conference because he wanted to see PSC staff and company representatives. He also objected to combining all his complaints into one informal conference – he wanted a separate conference for each one and said that his constitutional rights would be violated if separate conferences were not held. |
| Sept. 4, 2003 | Customer was informed that he could either participate by telephone or come to Tallahassee for the informal conference. Customer insisted that PSC staff would have to come to south Florida and that he did not have to come to Tallahassee. |
| Sept. 9, 2003 | Customer was informed that PSC legal staff had determined that his four complaints could be addressed in one informal conference. Customer again refused to participate in a telephonic informal conference. |
| Sept. 10, 2003 | PSC General Counsel McLean confirmed by letter that the customer could participate telephonically or in person in Tallahassee on September 18, 2003, because due to limited resources staff could not travel to south Florida for the conference. (Attachment A, Page 24) |
| Sept. 17, 2003 | Customer was informed that informal conference was cancelled and that a new informal conference would be scheduled. Customer requested that staff bring the PSC rules to the conference and that he had been told that staff would be coming down to Miami for the conference. He also requested that the conference be recorded and transcribed. He was informed that all informal conferences are recorded and that he could request a copy of the tape for transcription, but that the PSC did not transcribe the tape. |
| Nov. 19, 2003 | Customer was sent a letter by both regular and certified mail indicating that a second informal conference would be held at 1:00 pm in the PSC’s Miami office on December 12, 2003. (Attachment A, Page 25) |
| Dec. 8, 2003 | Customer called to confirm the date and time of the informal conference. |
| Dec. 10, 2003 | Staff called the customer to remind him of the informal conference and again provided the office address and the time for the conference. |
| Dec. 12, 2003 | PSC and FPL staff were available to participate in an informal conference in the Miami PSC office at 1:00 pm. Customer called PSC General Counsel’s office to say he was lost and that his arrival would be delayed. Customer arrived at 2:10 pm, Customer refused to be recorded and objected to CAF staff person conducting the hearing, stating he would only participate if someone else conducted the conference. The attending PSC attorney offered to conduct the conference but the customer refused to participate because the attorney was not a certified mediator. He stated he would be willing to return in 3 to 4 months, once the attorney had received the training. Customer also objected to conference being tape recorded, insisting on a court reporter because he believed the Florida Constitution mandated that an informal conference be recorded by a court reporter. Further, the customer objected to the nine FPL representatives at the conference, saying that he was an FPL stockholder and that those FPL employees should be back at the office working. FPL staff explained that the numerous FPL staff were present to be sure all his concerns were addressed. The informal conference was not held because the customer refused to participate. |

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| Mar 2, 2004 | Closure letter was sent to customer, by regular and certified mail. Letter detailed customer's refusal to participate and noted that pursuant to Rule 25-22.032(8), if a customer refuses to participate in an informal conference, then the original resolution stands. The letter states that all four complaints will be closed and no further action taken by the PSC. |
| Mar 9, 2004 | Letter from General Counsel Melson to customer confirming telephone conversation with customer, reiterating the position that FPL had handled his complaint in full compliance with PSC informal complaint rules and that there had been no denial of his due process rights. The letter also indicates that the customer may file a formal, written complaint since the informal process has been exhausted. The letter described the procedure and rights under Chapter 120, Florida Statutes. The letter included a copy of the FAW rules on formal proceedings. (Attachment A, Page 27) |
| April 14, 2004 | After a telephone conversation with customer, Dr. Bane sent a letter to customer providing four dates for a third informal conference. The letter also indicated that if the customer did not contact her by April 16, 2004, the conference would be scheduled for April 29, 2004. (Attachment A, Page 37) |
| April 15, 2004 | Letter from Dr. Bane clarifying that the renewed offer for informal conference in lieu of a formal complaint was in response to customer's insistence that he had not abandoned the informal process. (Attachment A, Page 38) |
| April 16, 2004 | Letter to Customer confirming April 29, 2004 date for third informal conference. (Attachment A, Page 40) |
| April 29, 2004 | Third informal conference was attempted by telephone, pursuant to Dr. Bane's conversation with customer. Customer again refused to participate, stating that FPL had refused to provide him with the documents he had requested and that he could not proceed until he had those documents. Staff requested that the Customer provide FPL with a written list of the documents he alleged FPL had failed to provide and staff would ensure that he received them. Customer also raised issue of reliability, stating that FPL's transformer must be the cause of his high bills. Customer refused to talk to staff and insisted on speaking only to Dr. Bane. Staff requested PSC staff engineer perform a site inspection to determine if there appeared to be any malfunction with FPL's facilities serving the customer's home. |
| May 18, 2004 | FPL representative hand delivered requested documents (53 pages) to customer's home. |
| May 24, 2004 | A copy of the package of documents delivered to Customer pursuant to customer's April 4, 2004 list was provided to staff who determined that all the requested information, to the extent it was available, was included in package delivered to customer. |
| June 1, 2004 | Staff engineer reported that he visited the customer's location on June 1 and that, apart from some tree trimming, he did not see anything that appeared to be malfunctioning. He also noted that FPL was in the process of installing a second transformer serving the Customer, splitting the load on the current transformer, which should result in more reliable service. The engineer noted that the customer apparently had refused to allow the FPL employees on his property to install the new transformer, and that the customer should be encouraged to do so, to improve his service reliability. (Attachment A, Page 42) |

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| June 23, 2004 | A fourth informal conference was scheduled for July 14, 2004. |
| July 9, 2004 | Staff called customer to remind him of informal conference on July 14. |
| July 13, 2004 | Fax from customer to Dr. Bane, indicating that he is willing to participate in informal conference but FPL will not provide him with the documents he requested. He insisted that Dr. Bane take charge and “make certain that no one at the public commission violate the law by (rushing) without applying the law of the state.” (Attachment A, Page 56) |
| July 14, 2004 | Staff attempted several times to contact customer to commence informal conference. Customer contacted Dr. Bane and left a message saying FPL had not responded to his request for documents. Dr. Bane returned the call and left a message informing the Customer that this was his last opportunity to participate in an informal conference and that the next step would be to take a recommendation to the Commissioners. Customer did not participate. |
| July 29, 2004 | Dr. Bane sent letter to customer indicating that he had exhausted the informal conference proceedings and the next step would be a recommendation to the Commissioners. (Attachment A, Page 58) |
| Sept. 21, 2004 | Staff opened Docket No. 041169-EI to address the Customer’s complaints. |
| Oct. 21, 2004 | Staff Recommendation was filed in Docket No. 041169-EI for the Nov. 2, 2004, Agenda Conference, recommending the Commission dismiss the complaints because it appeared that FPL’s actions had not violated any applicable PSC rules, regulations or its tariff. |
| Oct. 26, 2004 | Staff filed a request for deferral of the complaints from the Nov. 2 to the Nov. 30 Agenda Conference, based on the customer’s assertion that an illness in his family prevented him from attending the Nov. 2 Agenda. |
| Oct. 27, 2004 | Customer contacted technical staff and indicated that the recommendation contained errors and that he had a right to have the errors corrected prior to going to Agenda. Customer also asked who had conducted the investigation since he had never been contacted about an investigation. He insisted that since none of the staff members on the docket were “investigators” by job title, no investigation had been conducted. Customer was transferred to staff person’s supervisor who reviewed the file and spoke with the customer who then maintained that his side of the story had not been presented in the recommendation. Supervisor sent a letter to customer, indicating that the customer’s correspondence describing his concerns would be added to the recommendation attachments. The customer was further asked to respond in writing by Nov. 12 detailing any errors he saw in staff’s original recommendation. (Attachment A, Page 61) |
| Nov. 2, 2004 | The item was deferred to the Nov. 30, 2004 Agenda Conference. |
| Nov. 12, 2004 | Customer did not respond to October 27 letter, however he contacted Dr. Bane on November 12 and said he never agreed to provide any comments as requested by the October 27 staff letter. He reiterated his assertion that no investigation had taken place. He also insisted that FPL did not have the authority to disconnect his service because FPL owed him approximately \$4,000 in damages. The customer was advised that the PSC has no jurisdiction over damage claims. The customer then indicated he intended to file a civil suit against FPL for the damages. |
| Nov. 18, 2004 | Revised recommendation filed for Nov. 30. Agenda conference. |

Discussion of Issues

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

RECOMMENDATION: 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. Alcegueire'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.

Complaint No. 446514E – filed 4/01/02. 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.

Complaint No. 446515E – filed 4/01/02. In response to Mr. Alcegueire'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. Alcegueire'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.

Complaint No. 446516E – filed 4/01/02. 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. Staff reviewed the package of information and found it responsive to Mr. Alcegueire's request. Therefore, staff recommends that FPL has not violated any Commission rules or statutes and this complaint should be dismissed.

Conclusion

Staff scheduled four informal conferences to attempt to resolve Mr. Alcegueire's complaints, including one scheduled in Miami on his insistence that he be able to see other participants. He declined to participate in any of the scheduled informal conferences, asserting his rights were being violated by various actions by either the utility or the staff as noted in the chronology. Both staff and the utility have made every effort to accommodate the customer, including delivering numerous documents on outages and utility policies and rules Mr. Alcegueire said he needed to prove his complaints were valid. During the third informal conference, 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. Alcegueire's residence to determine if there was any apparent malfunction of equipment. Apart from some recommended tree trimming, the engineer could detect nothing that would result in an equipment or wiring malfunction in FPL's facilities. After a staff recommendation in this docket was filed on October 21 for the November 2, 2004, Agenda Conference, Mr. Alcegueire contacted staff alleging that there were errors in the recommendation and that he had a right to have those errors corrected before the matter was considered by the Commission. By letter dated October 27, Mr. Alcegueire was instructed to respond in writing, detailing any errors he believed were present in the recommendation by November 12. In addition, staff agreed to include the customer's statement of his concerns in the recommendation. No response was received. Mr. Alcegueire has provided no evidence that FPL's position is incorrect or that FPL is in violation of any rule, policy or tariff.

Based on the foregoing, staff recommends that Mr. Alcegueire's complaints should be dismissed. FPL has complied with all applicable Commission rules and statutes. Based on FPL's billing records, 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 \$2,430.02. 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. In a further effort to accommodate the customer, FPL has agreed to an eighteen-month payment plan,

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whereby the customer may pay \$135 per month, in addition to the current billed monthly usage, on the current bill due date until the past due amount is satisfied. Mr. Alcegueire should further be advised that no more complaints on the issues addressed in this recommendation will be entertained by the Commission.

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ISSUE 2: Should this docket be closed?

RECOMMENDATION: 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.

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