

Collin Roehner

From: Office of Commissioner Brown
Sent: Friday, September 30, 2016 8:07 AM
To: Commissioner Correspondence
Subject: FW: Docket No. 160101-WS
Attachments: complaint 9 16 16rev.docx

Please place the attached in Docket Correspondence, Consumers and their Representatives, in Docket No. 160101-WS.

Thank you.
Joann

From: Bill Shallcross [<mailto:wshallcross@cfl.rr.com>]
Sent: Thursday, September 29, 2016 5:46 PM
To: Office of Commissioner Brisé; Office Of Commissioner Edgar; Office of Commissioner Brown; Office Of Commissioner Graham; Office of Commissioner Patronis
Cc: kelly.jr@leg.state.fl.us; lconstantine@seminolecountyfl.gov
Subject: Docket No. 160101-WS

Dear Commissioners: The attached law suit was filed today by my landlord – on general principle – in the Circuit Court for Seminole County. The complaint details how Utilities, Inc. (of Florida), a *for-profit* consolidated water and sewer service provider, treats its customers; hewing to the letter of law and eschewing any sprit or compassion one should expect from such a public service franchise.

Furthermore, if Utilities, Inc.'s Florida-wide (water) rate increase (Docket No. 160101-WS) is approved as filed, which includes my service area, the increase from \$8.46 to \$22.06 monthly will cost me many times more for the base charge than I will pay for consumption. As most likely will all single member households like mine including the elderly disabled woman who lives across the street from me.

Sincerely,

William Shallcross
551 Carlisle Ave.
Altamonte Springs, Florida 32714
wshallcross@cfl.rr.com
(M) 321-356-6400

Statement of Claim

Plaintiff: Raisul Howlader
551 San Sebastian Prado
Altamonte Springs, Florida 32714

Defendant: Utilities, Inc.
200 Weathersfield Ave.
Altamonte Springs, Florida 32714

Registered Agent

for Defendant (receiving service):

The Prentice-Hall Corporation System, Inc.
1201 Hays Street
Tallahassee, Florida 32301

David v. Goliath – Failure to Notify

Defendant (Utilities, Inc.) egregiously and indifferently did not notify Plaintiff of a probable and significant water leak causing ongoing financial loss to Plaintiff and a commensurate windfall profit to Defendant. No leak was visible either inside or outside the Plaintiff's service address so initially only Defendant had knowledge of the leak. Plaintiff asserts that as a Florida regulated utility holds a fiduciary duty to its customers thus the Defendant should have taken necessary and sufficient action(s) to minimize losses to its customer (Plaintiff).

If I was driving down a street and saw, for example, a hit and run of a fire hydrant with the owning/operating utility hemorrhaging water, I would make every immediate effort to communicate with that utility to shut off the flow as time is of the essence to minimize unnecessary losses. In the case of a malfunctioning lift station, utilities post emergency telephone numbers for Samaritans to contact them. Clearly Defendant does not subscribe to commensurate reciprocity.

Plaintiff acknowledges that Defendant has no regulatory obligation to notify a customer of a suspected leak (downstream of a water meter). However, Plaintiff's protocol is not sufficient – taking minimal responsibility - in that when a leak is suspected to *attempt* to contact an occupant during *business hours* at the *service address* – one time only - and if failing in that, to leave an advisory door hanger. **No notification of the account holder at a billing address is attempted for non-owner occupied properties; and no confirmation of contact is otherwise sought. Defendant has the email and physical addresses of the Plaintiff but did not use them to contact the Plaintiff.**

Alternatively, in the circumstance of significant instantaneous meter readings, which is the case here, it would be prudent for a utility to shut off flow until a responding party could be contacted. This, neither, is Defendant's protocol.

It is important to note that 1) when a customer has a hugely elevated consumption, that the customer may not be aware of a leak and 2) that such consumption (normally) is only realized by a utility at *monthly* intervals.

In this case, on (about) June 7, 2016, Defendant documented at time of billing, subsequent to a regular monthly meter reading, an unusually high water consumption at the Plaintiff's rental property - on the order of 30 times the normal monthly amount – and performed a meter re-read. Upon confirming a month-long consumption reading of 34,240 gallons – enough to fill a swimming pool - Defendant states that its personnel left a door hanger at the service address after no one answered the door at the service address. Property tenant states that no door hanger was found on or after that date after returning to the property that evening. Consequently the leakage continued.

Defendant subsequently and immediately billed (via email) Plaintiff for \$328.59 (while a normal historical monthly billing for this account is on the order of \$35.00). Plaintiff typically pays the monthly charge on or near the charge due day – typically 3 weeks after billing – and not having any reason to suspect a leak – especially of the magnitude that Defendant suspected – did not become aware of the matter until after almost 3 weeks of additional leakage had occurred.

Plaintiff first became aware of the leak upon calling Defendant's customer service on (or about June 30, 2016)¹ for an explanation of the first unusually high billing. Upon realizing there was a significant leak, Plaintiff quickly had the water supply line shut off and contracted for repair. However, by that time more than an additional 50,000 gallons of water had been lost, unnoticed. On July 7, 2016, Defendant billed the Plaintiff in the amount of an additional \$504.01 for 54,880 gallons. Charges include up to a maximum of 8,000 gallons for wastewater treatment (the balance of the consumption assumed by Utilities, Inc., not returning to the utility as wastewater (e.g., used for irrigation)).

Equally important to note is to 1) that to promote water conservation, (Florida) utilities typically employ a punitive escalating water consumption rate – see below – despite water supply costs remaining fixed, and 2) in the instance of a leak outside a dwelling, lost water is not returned to the utility as wastewater for treatment. Both factors providing windfall profits for a utility in the circumstance of leaks as well as a disincentive to assure prompt and effective notification to customers.

Plaintiff and his tenant independently contacted Defendant's customer service requesting a reduction in the charges asserting that at billing up to \$8.31/1,000 gallons – as opposed to the base rate of \$3.70/1,000 gallons - under the circumstances was inappropriate.

Defendant's personnel responded that they have no choice but to charge published tariffs but made two offers. The first to apply a courtesy wastewater adjustment of \$112.88 since the leak didn't result in treatment flow in an amount equal to consumption – though initially they requested documentation that the leak was outside the dwelling; and 2) a 6 month installment payment plan at no interest.

¹ Date not documented by Plaintiff

Plaintiff did not consider either a fair resolution and filed a complaint with the Public Service Commission (PSC) on July 12, 2016. PSC contacted the Defendant on the Plaintiff's behalf with the outcome of that complaint being that PSC has no authority in disputes in matters downstream of a regulated water meter and could not assist Plaintiff. Plaintiff voluntarily closed the Complaint on August 24, 2016.

During the period that the complaint was active, Plaintiff and Defendant exchanged email communications in a failed attempt by Plaintiff to reach a fairer resolution – thwarted by published tariffs - with Plaintiff necessarily changing the essence of the abatement request to an assertion of negligence on the part of the Defendant, upon which this claim is now based.

Not a matter for this Court to address, but *during* the period that the PSC complaint was active and open, Defendant inappropriately applied Plaintiff's security deposit to the outstanding billings. Plaintiff considers this to be in bad faith as well as the rebuffing of attempts to reach a reasonable resolution of this matter.

Account Ledger

Billing Date	Balance	Credited Date	Amount
6/8/2016	\$328.59	7/7/2016	\$330.00 (paid by Plaintiff)
7/7/2016	\$505.60	8/7/2016	\$ 80.00 (deposit credited by Defendant)
8/7/2016	\$342.16		
9/7/2016	(\$43.38)	9/7/2016	\$422.16 (paid by Plaintiff)

Damages

Total Billings during leakage period:	\$ 834.19
Less historical monthly billings (x 2 months)	\$ (70.00)
Wastewater credit	<u>\$ (112.88)</u>
	\$ 651.31
Amount of claim:	\$ 500.00

Exhibits

Monthly bills (4) from 6/8/16 to 9/8/16

Email correspondence with Utilities, Inc. customer service (between Plaintiff and Defendant)

Correspondence from Florida Public Service Commission to Plaintiff

By: _____

Raisul Howlader, Pro Se

Date: _____

From Utilities, Inc.'s webpage (<http://www.uiwater.com>)

We consider customer service excellence one of our core competencies. **Driven by a staunch dedication to customer satisfaction**, we respond quickly and intelligently to concerns and requests, and serve as an educational resource for water news, information, and advocacy.

We have some good news to share with you about our local water and/or wastewater services that will enhance our ability to serve your needs better than ever before. Effective February 17, 2016, we have assigned dedicated customer service staff specially trained to support our local operations and field technicians in your area to guarantee the highest quality of service possible.

We are confident that this change will help our state-certified managers and operating field staff ensure the quality of our services and the integrity of our systems that you rely on.