

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

MEMORANDUM

RECEIVED

AUGUST 28, 1997

AUG 28 1997
12:07
FPSC - Records/Reporting

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (KEATING) WCC WCB John Plescow
DIVISION OF CONSUMER AFFAIRS (DURBIN, PLESCOW) DD
DIVISION OF ELECTRIC & GAS (DILLMORE, MAKIN, LOWERY) RET

RE: DOCKET NO. 970365-GU - COMPLAINT OF MOTHER'S KITCHEN LTD.
AGAINST FLORIDA PUBLIC UTILITIES COMPANY REGARDING
REFUSAL OR DISCONTINUANCE OF SERVICE.

AGENDA: 09/09/97 - REGULAR AGENDA - PROPOSED AGENCY ACTION -
INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: S:\PSC\LEG\WP\970365GU.RCM

CASE BACKGROUND

On September 17, 1996, Mr. Anthony Brooks II filed a complaint with the Division of Consumer Affairs ("CAF") of the Florida Public Service Commission ("Commission") against Florida Public Utilities Company ("FPUC" or "Company"). Mr. Brooks claimed that gas service to his business, Mother's Kitchen Restaurant ("Mother's Kitchen"), was improperly disconnected by FPUC. The following correspondence was provided to CAF:

- On September 20, 1996, CAF received a letter from Mr. Brooks that set forth the allegations of his complaint against FPUC ("initial written complaint").
- By letter dated September 19, 1996, FPUC responded to the complaint ("initial response").
- On November 6, 1996, CAF received by fax a letter from Mother's Kitchen that set forth allegations of specific rules violations by FPUC ("second written complaint").
- By letter dated November 26, 1996, FPUC responded to each specific allegation ("second response").

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FPSC-RECORDS/REPORTING

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

- By letter dated November 30, 1996, Mother's Kitchen offered rebuttal to FPUC's letter of November 26 ("November 30 letter").

An informal conference concerning the complaint was held February 24, 1997, ("first informal conference") and was attended by representatives from Mother's Kitchen ("Complainants"), FPUC, and CAF. The Complainants stated then that they sought payment from FPUC of \$862.00, which included mostly amounts paid on its account for service received, and sanctions against the Company. The parties did not reach a settlement agreement at the informal conference.

Staff presented its recommendation on this complaint to the Commission at its May 6, 1997, agenda conference. The Commission voted to approve staff's recommendation but later voted to reconsider its decision when it learned that the Complainants had arrived to present their case. At agenda, the Complainants alleged, for the first time in this proceeding, that they had paid FPUC \$500 on July 11, 1996, as a security deposit for a new account for Mother's Kitchen. The Commission deferred its decision to allow staff additional time to investigate this new allegation. The Commission also requested that staff further investigate the circumstances surrounding FPUC's refusal to reconnect service to Mother's Kitchen on September 13, 1996.

At the Commission's direction, staff from CAF, the Division of Electric and Gas, and the Division of Legal Services, conducted an informal meeting with the Complainants and FPUC in Orlando, Florida, on July 7, 1997, ("second informal conference") for the purpose of obtaining additional information and to discuss the possibility of settlement. The parties did not reach a settlement agreement. The Complainants now seek payment of \$1,072.72 and sanctions against the Company.

Mother's Kitchen Ltd. ("MKL") is a partnership between Mr. Alfred Byrd, Ms. Daniele M. Dow, Mr. Eddie Hodges, and Mr. Arthur Brooks. Mr. Anthony Brooks II represents the partnership interest of his wife, Daniele M. Dow. The partnership was created for the purpose of operating Mother's Kitchen.

According to its records, FPUC received on March 21, 1996, a deposit of \$200.00 to establish an account for Mother's Kitchen. On March 22, 1996, FPUC commenced service for the account in the name of Alfred Byrd, d/b/a Mother's Kitchen. At no time was the account listed in any other manner.

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

During the term of Mother's Kitchen's account with FPUC, a dispute arose between Mr. Alfred Byrd and his partners. This dispute concerned, in part, control over the account. The Complainants allege that FPUC improperly established the account in Mr. Byrd's name. (Although Mr. Byrd allegedly did not participate in the day-to-day operations of Mother's Kitchen after July 11, 1996, he remained a partner. The complaining partners -- all of the partners except Mr. Byrd -- are simply referred to as "Complainants" in this recommendation.)

During the months of June, July, and August, 1996, the Mother's Kitchen account accrued past due balances for gas service. In each of those months, Mother's Kitchen made last minute payments to avoid discontinuance of service.

On September 12, 1996, FPUC discontinued service to Mother's Kitchen due to nonpayment of past due amounts for service received. Payments of \$230.04 for past due amounts and \$31.00 for a reconnect fee were made later that day by the Complainants, and FPUC scheduled reconnection for the following morning. Early the following morning, Mr. Byrd requested that FPUC disconnect service to Mother's Kitchen. The gas service was not reconnected that day. The Complainants allege that FPUC improperly disconnected, or failed to reconnect, gas service to Mother's Kitchen.

Staff has prepared a detailed billing and payment history of the account based on the documentation received from the parties. This account history is attached as Attachment A.

Because the Commission voted to reconsider its initial decision, this recommendation includes discussion of all issues analyzed in staff's original recommendation. This recommendation presents an expanded analysis of the new allegations raised and other matters with which the Commission was concerned at the May 6, 1997, agenda conference.

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

ISSUE 1: Did FPUC administer the Mother's Kitchen account in compliance with all applicable statutes and Commission rules concerning establishment of service and customer deposits?

RECOMMENDATION: Yes. FPUC properly established service in the name of Alfred Byrd, d/b/a Mother's Kitchen, and managed the deposit for the Mother's Kitchen account in compliance with Commission rules concerning customer deposits. FPUC should not be required to provide a refund of all or any part of the deposit made on the Mother's Kitchen account. In addition, no member of the Mother's Kitchen Ltd. partnership made a deposit of \$500 at any time to establish a new account.

STAFF ANALYSIS: The Complainants allege that the Mother's Kitchen account was inappropriately established in the name of Alfred Byrd. The Complainants cite Rule 25-7.083(4)(a), which provides that "[e]ach utility having on hand deposits from customers . . . shall keep records to show the name of each customer making the deposit." Throughout its written complaints, the Complainants asserted that Mr. Anthony Brooks, in the presence of Mr. George Byrd, Mr. Leonard Brooks, and Mr. Alfred Byrd, presented to FPUC a security deposit of \$200 to establish gas service for Mother's Kitchen. The Complainants further asserted that they presented to FPUC, with the deposit, a Department of Revenue license naming Alfred Byrd, Eddie Hodges, and Daniele Dow-Brooks as owners of Mother's Kitchen. The Complainants claimed that Mr. Alfred Byrd was left by the others to obtain a receipt for the deposit, and, at that time, FPUC inappropriately placed his name on the receipt as the customer-of-record. The Complainants seek a full refund of this deposit.

The Complainants later gave statements that contradicted their written complaints. Mr. Anthony Brooks stated at the second informal conference that he and Mr. Harry Johnson accompanied Mr. Byrd to FPUC's office and left Mr. Byrd there with \$200 to use as a security deposit for gas service.

FPUC consistently maintains that on March 21, 1996, a cash deposit was made in person by Mr. Byrd alone. FPUC asserts that it was provided no documentation showing the organization of Mother's Kitchen or the involvement in the business of individuals other than Mr. Byrd at any time before discontinuance of service on September 13, 1996.

Concerning the establishment of this account, staff recommends that the Commission find that FPUC acted in compliance with all applicable statutes and Commission rules concerning establishment of service and customer deposits. Staff believes that the deposit receipt on file with FPUC is the best evidence of who established

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

the account. The deposit receipt for this account indicates that the account was established in the name of Alfred Byrd d/b/a Mother's Kitchen. (Copies of the deposit receipt and a work order for connection of service at Mother's Kitchen, signed by Mr. Byrd, are attached hereto as Attachments B and C.)

Further, FPUC should not be required to provide a refund of all or any part of the deposit made on the Mother's Kitchen account. As noted on the attached account history, the deposit was properly applied toward an outstanding balance of \$310.75 on September 19, 1996, leaving an unpaid balance of \$110.75. (After a subsequent payment by Mr. Byrd, the current account balance is \$88.00.)

As previously stated, the Complainants alleged at the May 6, 1997, agenda conference, that they paid FPUC \$500 on July 11, 1996, as a security deposit for a new account for Mother's Kitchen. The Complainants claimed that they made a \$524 payment on July 11, 1996, \$500 of which was intended as a deposit for a new account and \$24 of which was intended to cover a charge for service to a restaurant appliance. Mr. Anthony Brooks stated that FPUC provided him a receipt for this payment but that the receipt did not indicate it was a deposit receipt. FPUC responded by claiming that they have no record of a \$524 payment made on the Mother's Kitchen account at any time.

After investigating this allegation, staff can only conclude that a \$524 payment or \$500 security deposit was not made by the Complainants to FPUC on July 11, 1996. FPUC's records do not indicate any such payment or deposit, and the Complainants have not produced a canceled check or the receipt they allegedly possess as proof of this payment. In addition, no evidence exists to indicate that Mother's Kitchen owed \$24 on July 11, 1996, for service to a restaurant appliance.

Since the May 6, 1997, agenda conference, the Complainants have alleged that they paid a \$500 security deposit in August 1996, rather than July. At the second informal conference, Mr. Anthony Brooks insisted that he paid \$521.72 on August 28, 1996, \$500 of which was intended as a deposit for a new account and \$21.72 of which was intended to cover a service charge on the account. Mr. Brooks stated that FPUC provided him a receipt for this payment but that the receipt did not indicate it was a deposit receipt.

FPUC's records show a \$521.72 credit to the account on August 28, 1996. FPUC maintains that this credit consists of a \$231.72 cash payment (to cover a returned check and returned check charge) made on August 28, 1996 and a \$290 cash payment (to pay arrears) made on August 12, 1996. FPUC acknowledges that the \$290 payment

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

should have been credited to the account on August 12, 1996, when it was made. FPUC claim that the payment was received late in the day and was placed in the office manager's petty cash box; the Company then corrected this error by crediting the account at the time the \$231.72 payment was received on August 28, 1996.

Based on its investigation, staff can only conclude that a \$521.72 payment or \$500 security deposit was not made to FPUC on August 28, 1996. Despite staff's requests, the Complainants have not produced a canceled check or the receipt they allegedly possess as proof of this payment. Furthermore, at the first informal conference, Mr. Anthony Brooks stated that the Complainants had, at one time, made a cash payment of \$231.72 to FPUC to cover a returned check and returned check charge; this statement clearly supports and is consistent with FPUC's position. Finally, no evidence exists to indicate that Mother's Kitchen owed a \$21.72 service charge to FPUC on August 28, 1996. Although FPUC admittedly mishandled the \$290 payment made August 12, 1996, it clearly corrected its error before it was reflected in any billing statement or resulted in any threat of discontinuance of service.

Staff is compelled to note that the Complainants' previous statements contradict the allegation that they provided a \$500 security deposit to FPUC. In an undated letter to FPUC, Mr. Anthony Brooks, on behalf of the partnership, wrote

[FPUC demanded] that we pay for a bad check Mr. Byrd had wrote (sic) them, pay off Mr. Byrd's bill and then pay \$500.00 additional to have the gas restored. Only after arguments and threats of legal action did they finally except (sic) the fact that they could not make us do both. Accordingly at their request and to prevent further loss of revenue did we pay for Mr. Byrd's bad check and bring the bill current.

In addition, in the initial written complaint, Mr. Anthony Brooks wrote

Diane [FPUC's Sanford Office Manager] stated[,] when we said we would open another account[,] that we would have to pay \$500.00 plus pay Mr. Byrd's bill and pay for a bad check Mr. Byrd had given them. . . . [We] told them we would do one or the other but not both. Diane and Dino [FPUC's Division Manager] then said they would allow service to remain in the company's name as it was if we paid for Mr. Byrd's bad check and paid on his back bill since it was in Mother's Kitchen name.

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

(Emphasis supplied by original author.) These statements also dispel the notions that the Complainants intended any payment to be applied as a security deposit for a new account or were led to believe that any payment would be so applied.

Based on the foregoing, staff recommends the Commission find that the Complainants did not make a deposit of \$500 at any time to establish a new account and, therefore, that FPUC acted in compliance with all applicable statutes and Commission rules concerning establishment of service and customer deposits.

ISSUE 2: Did FPUC administer the Mother's Kitchen account in compliance with Commission rules concerning refusal or discontinuance of service and other applicable Commission rules?

RECOMMENDATION: Yes. FPUC administered the Mother's Kitchen account in compliance with Commission rules concerning refusal or discontinuance of service and all other applicable Commission rules. FPUC should not be required to provide a refund of any amounts paid for service or fees on the Mother's Kitchen account.

STAFF ANALYSIS: In its second written complaint, the Complainants cite five subsections of Rule 25-7.089, Florida Administrative Code, that were allegedly violated by FPUC. Based on its investigation, Staff believes that FPUC acted in compliance with each of the rules cited by the Complainants. FPUC should not be required to provide a refund of any amounts paid for service or fees on the Mother's Kitchen account.

1. The Complainants allege that FPUC violated Rule 25-7.089(2)(g), Florida Administrative Code, which provides that a utility may refuse or discontinue service "[f]or nonpayment of bills . . . only after there has been a diligent attempt to have the customer comply, including 5 working days' written notice to the customer, such notice being separate and apart from any bill for service."

In its second response, FPUC states that a disconnect notice for September 10, 1996, in the amount of \$230.04 was mailed to the Complainants on August 30, 1996. The notice was mailed to the physical address of Mother's Kitchen Restaurant. (A copy of the notice is attached hereto as Attachment D.) Payment was not made on the account, and service was disconnected on September 12, 1996.

The Complainants contend they never received this notice. They assert that the U.S. Postal Service was rerouting mail from FPUC to Mr. Byrd's personal post office box because Mr. Byrd's name

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

appeared on the bill. Even if this assertion is true, FPUC cannot be held responsible for the actions of the U.S. Postal Service. Based on this evidence, Staff believes that FPUC acted in compliance with Rule 25-7.089(2)(g), Florida Administrative Code.

2. The Complainants allege that FPUC violated Rule 25-7.089(3), Florida Administrative Code, which provides that "[s]ervice shall be restored when cause for discontinuance has been satisfactorily adjusted." They allege that FPUC's serviceman intentionally damaged a control knob, thereby creating a leak on the restaurant's stove, in order to avoid reinstating service on the account after payment of past due amounts and a reconnect fee was made on September 12, 1996. The Complainants allege that they wanted the service reconnected and offered to pay for any repair necessary to reinstate service, but FPUC's serviceman refused.

The FPUC serviceman sent to reconnect service, Mr. Bill McDaniel, provided a signed statement concerning the events that occurred on September 12, 1996. Mr. McDaniel stated that a meter test on the gas line revealed a leak somewhere on the Complainants' side of the meter. Mr. McDaniel further stated that, after inspection, he discovered that the threads of an oven pilot adjustment screw were worn out, allowing gas to leak. Mr. McDaniel stated that Mr. Anthony Brooks refused his offer to attempt to repair the leak, so Mr. McDaniel capped and plugged the gas line to the range. According to Mr. McDaniel, Mr. Brooks refused to sign the Hazardous Condition Report and red tag prepared by Mr. McDaniel. (A copy of the Hazardous Condition Report is attached hereto as Attachment E.) Mr. McDaniel stated that the only other gas appliance did not appear to be leaking gas. When he returned to his truck, Mr. McDaniel was called by the FPUC office and told to turn off the meter and lock it, which he then did.

At the second informal conference, FPUC explained its decision to not reconnect service to Mother's Kitchen on September 13, 1996. Management at FPUC's Sanford office contacted Mr. Darryl Troy, an FPUC vice president, to discuss the situation that morning. After being advised of the circumstances, Mr. Troy ordered that service be disconnected for the following reasons: (1) there was a leak and a dangerous condition; (2) the Complainant's refused to sign the Hazardous Condition Report prepared by FPUC's serviceman and refused to authorize repair of the leak; (3) Mr. Byrd had requested early that morning that service on the account be terminated; and (4) the account had been in arrears since the due date of the first payment.

Staff believes that Mr. Troy, based on the information provided to him, made a reasonable management decision to refuse to reconnect service to Mother's Kitchen. First, FPUC's serviceman

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

located a gas leak, which the Complainants refused to acknowledge by refusing to sign a hazardous condition report prepared by the serviceman. Rule 25-7.089(2)(h) provides that a utility may refuse or discontinue service "[w]ithout notice in the event of a condition known to the utility to be hazardous." Second, the customer-of-record, Mr. Byrd, requested that the account be terminated. Staff believes that FPUC's decision to follow the instructions of the customer-of-record was reasonable. FPUC was placed in the middle of a partnership dispute and should not be found to have improperly refused to reconnect service under the circumstances.

Staff notes two final points on this subject. First, FPUC's Sanford office manager, Ms. Diane Keitt, telephoned Mr. Anthony Brooks on the morning of September 13, 1996, to inform him that Mr. Byrd had requested disconnection of service. During the conversation, Ms. Keitt advised Mr. Brooks that FPUC would leave the account on for three days to allow Mr. Brooks time to establish a new account. After this conversation, Mr. Troy was notified of the gas leak at Mother's Kitchen and the Complainant's refusal to sign a hazardous condition report. Staff is unaware whether Ms. Keitt informed Mr. Troy of her offer to Mr. Brooks before Mr. Troy ordered the serviceman not to reconnect service. In any event, staff believes that FPUC properly refused to reconnect service immediately due to the presence of a gas leak and the Complainants' failure to acknowledge the hazardous condition.

Second, staff's investigation yielded no evidence to indicate that FPUC's serviceman intentionally created a gas leak on an appliance at Mother's Kitchen in order to avoid reconnecting service. Pursuant to Rule 25-7.037, Florida Administrative Code, gas utilities are required to make a general inspection and adjustment of all appliances affected by a change in character of service, including a change in gas pressure or any other condition or characteristic which would impair the safe and efficient use of the gas in the customer's appliances. Such an inspection is required for safety purposes after any outage or disconnection of service. FPUC's serviceman stated that, while performing a safety inspection before reconnecting service at Mother's Kitchen on September 13, 1996, he conducted a meter test which revealed the presence of a leak. Searching for the leak, he removed the side plate of the range, recognized the odor of gas, soaped the valves and fittings, and located the leaking part. Based on its investigation, Staff believes that the serviceman was simply performing his job and was not creating leaks.

3. The Customer alleges that FPUC violated Rule 25-7.089(5), Florida Administrative Code, which provides that "[i]n case of refusal to establish service, or whenever service is discontinued,

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

the utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance."

In its second response, FPUC states that it never refused service to the Complainants. FPUC asserts that Mr. Byrd requested service on the account be terminated on September 13, 1996. FPUC further asserts that the Complainants did not provide the deposit required to establish service under a new account.

Staff is uncertain as to what the Complainants' allegation relates. If, as FPUC appears to assume, the allegation relates to refusal of service, Staff believes that FPUC acted in compliance with the Rule. After Mr. Byrd requested termination of service on the account on September 13, 1996, the Complainants had the opportunity to establish service under a new account, provided they pay the necessary deposit, but they chose not to do so. If the allegation relates to discontinuance of service for nonpayment, Staff believes that FPUC acted in compliance with the Rule for reasons stated previously. If the allegation relates to discontinuance of service at the request of Mr. Byrd, the Rule is inapplicable. When a customer voluntarily requests discontinuance of service from a utility, the utility is not required to notify that customer of the discontinuance. Rule 25-7.089(5), Florida Administrative Code, is not intended to govern voluntary disconnections.

4. The Complainants allege that FPUC violated Rule 25-7.089(6)(a), Florida Administrative Code. Rule 25-7.089(6) lists grounds which do not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer. Subparagraph (a) of the Rule provides that one of those grounds is "[d]elinquency 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."

In its second response, FPUC states that the Complainants were not refused service because of the delinquency of a previous tenant. FPUC notes that the account was not delinquent on September 13, 1996, when Mr. Byrd requested termination. FPUC also notes that Mr. Byrd was the "current tenant" through September 13, 1996.

Staff believes that Rule 25-7.089(6)(a), Florida Administrative Code, is inapplicable to this situation. Mr. Byrd was the customer-of-record and "current occupant" from the inception of the Mother's Kitchen account until he requested

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

disconnection on September 13, 1996. The Complainants never opened an account separate from the original Mother's Kitchen account.

At the first informal conference, Mr. Anthony Brooks stated that he paid FPUC \$160 toward the account balance on July 11, 1996. At that time, according to Mr. Brooks, a new account should have been initiated in the Complainants' names. Clearly, however, FPUC is not restricted to accept payment on an account only from the account's customer-of-record. If an individual other than Mr. Byrd made payments on the Mother's Kitchen account, a new account would not automatically be opened for that individual, nor would that individual automatically become the customer-of-record.

5. The Complainants allege that FPUC violated Rule 25-7.089(6)(e), Florida Administrative Code. This Rule states that one of the grounds which does not constitute sufficient cause for refusal or discontinuance of service is "[f]ailure to pay the bill of another customer as guarantor thereof." In its second response, FPUC notes that Mr. Byrd was the customer-of-record and the account was not delinquent on September 13, 1996.

Staff believes that Rule 25-7.089(6)(e), Florida Administrative Code, is inapplicable to this situation. Mr. Byrd was the customer-of-record on this account from inception until termination. There is no factual allegation and no evidence that the Complainants were guarantors of the Mother's Kitchen account.

6. Staff notes that the Complainants also allege that FPUC violated Rule 25-7.048, Florida Administrative Code, concerning continuity of service. This Rule concerns unplanned service interruptions, not the type of planned discontinuance of service at issue in this docket. Staff believes that this Rule is inapplicable to this situation.

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

ISSUE 3: Should this docket be closed?

RECOMMENDATION: Yes. If no person whose substantial interests are affected by the Commission's proposed agency action files a protest within 21 days of the order, this docket should be closed.

STAFF ANALYSIS: If no person whose substantial interests are affected by the Commission's proposed agency action files a request for a hearing within 21 days of the order, no further action will be required and this docket should be closed.

DOCKET NO. 970365-GU
 DATE: AUGUST 28, 1997

Account Summary

DATE	GAS USAGE	BILL	PAYMENT	NSF CHECK RETURN	BALANCE	EXPLANATION
MAR. 21, 1996			\$200.00			Original cash deposit paid by Alfred Byrd.
APR. 9, 1996	\$46.32	\$67.32			\$67.32	Bill consists of \$46.32 current gas charge, plus \$21 turn-on charge.
MAY 8, 1996	\$229.75	\$297.07			\$297.07	Bill for gas service includes past due balance.
MAY 23, 1996			\$150.00		\$147.07	Payment made by check signed by Arthur Brooks.
JUN. 3, 1996					\$147.07	Service call made by FPU.
JUN. 4, 1996					\$147.07	Disconnect notice mailed for past due amount \$147.07
JUN. 7, 1996	\$244.65	\$391.72			\$391.72	Bill for gas service includes past due balance.
JUN. 7, 1996				\$170.00	\$561.72	5/23/96 check returned for \$150 and \$20 NSF charge.
JUN. 11, 1996			\$170.00		\$391.72	Payment for gas service.
JUL. 3, 1996					\$391.72	Disconnect notice mailed for past due amount \$371.72
JUL. 9, 1996	\$265.64	\$657.36			\$657.36	Bill for gas service includes past due balance.
JUL. 11, 1996			\$160.00		\$497.36	Cash payment.
JUL. 15, 1996					\$527.36	Service charge of \$30 added to account for service call on 6/3/96.
JUL. 24, 1996			\$211.72		\$315.64	Payment made by check by Alfred Byrd.
AUG. 2, 1996					\$315.64	Disconnect notice mailed for past due amount \$315.64
AUG. 7, 1996	\$224.40	\$540.04			\$540.04	Bill for gas service includes past due balance.
AUG. 8, 1996				\$231.72	\$771.76	7/25/96 check returned for \$211.72 and \$20 NSF charge.
AUG. 12, 1996			\$290.00		\$771.76	Cash payment received but not credited until 8/28/96.
AUG. 28, 1996			\$231.72		\$250.04	Cash payment.
SEP. 3, 1996					\$250.04	Disconnect notice mailed for past due amount \$230.04
SEP. 9, 1996	\$221.25	\$471.29			\$471.29	Bill for gas service includes past due balance.
SEP. 12, 1996					\$471.29	Meter shut-off for non-payment of \$230.04
SEP. 12, 1996			\$261.04		\$210.25	Cash payment for past due amount and \$31 reconnect fee.
SEP. 19, 1996			\$200.00		\$10.25	Deposit applied to past due amount.
SEP. 19, 1996	\$100.50	\$110.25			\$110.75	Bill for gas service includes past due balance.
MAR. 3, 1997			\$22.75		\$88.00	Outstanding balance of \$88.00 remains on the account.

Account Recap

Total Billing for Gas Usage	\$1,332.51
Total Service Charges	\$91.00
Total Payments that Cleared Bank	\$1,335.51
Balance Due	\$88.00

EDP LOCAL OFFICE CO

ACCOUNT NUMBER 01 3107252

CASH M/O CHECK

NAME Mothers Kitcher

ADDRESS 1744 W. Airport Blvd

DEPOSIT 200.00

BILL

CITY Alfred N.Y. ZIP _____

SERVICE CHARGE

BILL

HOME PHONE 904 134 WORK PHONE _____

S.S.# 265-40-724

TOTAL 200.00

PREPARED BY [Signature] DATE 3-21-96

OFFICIAL VALIDATION REQUIRED

SEE REVERSE SIDE FOR DEPOSIT DISCLAIMER

DOCKET NO. 970355-GU
DATE: AUGUST 28, 1997

DOCKET NO. 970365-GU
 DATE: AUGUST 28, 1997

ATTACHMENT C

FLORIDA PUBLIC UTILITIES CO.

NO. 1151
692286

DATE WORKED 3/22/96
 JOB-WORK CONTRACT CHARGE AMOUNT/BASE ACCOUNT NO.

CUSTOMER NAME BYRD METER NAME - MIDDLE INITIAL ALFRED

DELIVERY ADDRESS 1744 W. AIRPORT BLVD TOWN (DO NOT E.P.) SANFORD
 CITY - STATE FL ZIP 32772
 P.O. BOX 134 TELEPHONE NO. 324-324-5597
 CUSTOMER NAME ALFRED BYRD BUSINESS ADDRESS 635-321-8822

MAILING ADDRESS P.O. BOX 134 SANFORD, FL CHARGE ACCOUNT NO. 193,916.391
 DESCRIPTION OF WORK TO BE DONE PLUG EXISTING 1/2" FUEL LINE

CONNECT VULCAN RANGE (EXISTING APPL, REGULATOR)
CONNECT VULCAN FRYER (" " ")
RANGE - 1/2" HARD PIPE OR FLEX CONNECTION IF CUT. PIPE

THE USER AUTHORIZES THE FLORIDA PUBLIC UTILITIES COMPANY TO PERFORM THE WORK AS SPECIFIED AND TO ACCEPT THE USER'S RESPONSIBILITY FOR THE WORK ON THE COMPLETION THEREOF AT SUCH TIME AS THE BILL IS PRESENTED BY SAID COMPANY.

DATE ORDERED 3/21/96 ORDERED BY D. Maddox CUSTOMER SIGNATURE [Signature]

QTY	SIZE	DESCRIPTION	UNIT	AMOUNT
5	1.24"	PIPE CORR: 706 17.000 1/2"	ft	27.60
2	1/2" ACI	MPPIC 1/2" 2.000	ft	.11
1	1/2" 1/2"	REGULATOR 17-182	each	1.20
1	302.5 1/2"	REGULATOR 17-182	each	2.20

DATE	TIME	START	END	HOURS	RATE	AMOUNT
3-22-96	6:10	2	10	10	5.10	51.00

DESCRIPTION	AMOUNT
TOTAL MATERIAL COST	29.91
LABOR	51.00
SALES TAX	5.04
TOTAL COST	86.95

THIS IS NOT A BILL - AN INVOICE WILL BE MAILED TO YOU.

REPORT OF WORKMAN: CONNECT - JULIAN 3/19/96 S/N 46110366
34 CONNECTED JULIAN OPEN 60.000 1/2"
S/N 856-138A VULCAN OPEN PIPER WORK 1/2"
RESTRICTION 27.000 75 CH + 1.00

CUSTOMER'S SIGNATURE [Signature] DATE 3-22-96
 WORKMAN'S SIGNATURE [Signature] DATE 3-22-96

DOCKET NO. 970365-GU
DATE: AUGUST 28, 1997

ATTACHMENT D

FLORIDA PUBLIC UTILITIES COMPANY
830 WEST 6TH. ST.
SANFORD, FL 32771
TELEPHONE 407 322-9733

TURN-OFF DATE ▶ SEP 10, 1996

DATE OF THIS NOTICE: 8/30/96

MONTH	YOUR ACCOUNT NUMBER	DEPOSIT AMOUNT
7/31	0131-07252	200.00CR

SERVICE ADDRESS

1744 AIRPORT BLVD

ZIP CODE

61555

DATE	REMARKS
9/17	Locked 5365

ALFRED BYRD
65A MOTHERS KITCHEN
1744 AIRPORT BLVD
SANFORD FL 32771

~~NOTICE MUST ACCOMPANY PAYMENT~~

PAYMENT WITH A BAD CHECK WILL RESULT IN TURN-OFF WITHOUT FURTHER NOTICE

DATE	AMOUNT	TAX	TOTAL	PAID	BALANCE
09/10	230.04	230.04	.00	.00	.00

FLORIDA PUBLIC UTILITIES COMPANY

REPORT OF HAZARDOUS CONDITION OR CORRECTIVE ACTION REQUIRED

I. Tenant: Name _____ Phone # _____
Address _____
Owner: Name Matthew Fishman Phone # _____
Address 1744 Airport Blvd
Copy mailed to owner Date: _____ By: _____

Check Appropriate Item:

The condition described below presents an immediate hazard as defined by the 1992 edition of the National Fuel Gas Code and the 1991 edition of the Southern Building Code Congress' Standard Gas Code. The gas service had to be disconnected to the affected appliance(s) or to your residence to eliminate a potential hazard.

The condition described below requires corrective action be taken to comply with the provisions of the 1992 edition of the National Fuel Gas Code and the 1991 edition of the Southern Building Code Congress' Standard Gas Code. The gas service has been left on but action must be taken, within 30 days, to correct the deficiencies listed below or service to the affected appliance(s) will be discontinued. If corrective action cannot be verified, your gas service will be turned off at the meter and locked until such time that the corrective action can be verified.

We realize that your appliance may have operated in its present condition for many years without problems. However, to insure your safety, we recognize it is our responsibility to notify you in writing and take appropriate action when a hazardous or potentially hazardous condition exists.

Florida Public Utilities Company does not perform water line related plumbing, venting or relief valve repairs. We suggest you contact a plumbing or roofing contractor if you are in need of this type of repair. If you need additional assistance, please contact our local Sales Office at 322-1112 and a Sales Representative will endeavor to assist you as much as possible.

Please contact Florida Public Utilities Company when the condition has been corrected. Service will be restored or the corrective action verified to prevent the unnecessary interruption of your service.

II. New Account Replacement or New Appliance Existing Appliance
Appliance Gas Range MFG VULCAN Model 8272-AB

Description of condition or violation found Leak on Gas Range
1st adjustment screw too loose

Corrective action required for service restoration or continuity
Have unit serviced to repair gas leak on Gas Range
1st adjustment screw (See reverse side for sketch)

Left copy on range
Customer Signature Customer Would not Sign Date notified 9-13-96
Employee Signature B. McP Time 10:00am