



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: MARCH 16, 2000

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

FROM: DIVISION OF LEGAL SERVICES (CROSSMAN)
DIVISION OF CONSUMER AFFAIRS (C. PEÑA)
DIVISION OF ELECTRIC AND GAS (GING)

RE: DOCKET NO. 990913-EI - COMPLAINT BY REGINA WALSH AGAINST FLORIDA POWER CORPORATION REGARDING BACKBILLING.

AGENDA: 03/28/2000 - REGULAR AGENDA - DECISION ON STIPULATION PRIOR TO HEARING - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: I:\990913R4.SAC

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CASE BACKGROUND

On March 18, 1998, Ms. Regina Walsh contacted the Division of Consumer Affairs (CAF) and complained that Florida Power Corporation (FPC) disconnected her service and backbilled her account for \$2,255.06. Ms. Walsh disputed the backbilling from FPC for usage not recorded or previously billed because of alleged meter tampering. This amount also included FPC's investigative charges. An inquiry was taken and sent to FPC for a full report. On April 8, 1998, CAF received a report from FPC.

In response to the complaint, FPC reported the following sequence of events:

1) Regina Walsh opened an account on February 1, 1993. The account was disconnected for non-payment on October 17, 1996, and terminated on October 28, 1996.

2) On October 17, 1996, the reading on the meter was 04018.

DOCUMENT NUMBER-DATE

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3) On March 12, 1998, the reading on the meter was 04018. An FPC meter reader found the seal broken and an investigation was ordered.

4) On March 13, 1998, the current diversion investigator found a rigged seal and an open potential clip on the back of the meter. The open clip disables the meter from measuring usage. The investigator knocked on the door and a young woman identified herself as Regina Walsh. Upon further inquiry, the investigator determined from neighbors that Ms. Walsh's residence was occupied after the account had been terminated. At that time, the investigator removed the meter and sealed the base.

6) On March 13, 1998, a woman, who identified herself as Regina Walsh, went to the New Port Richey Solutions Store to have the service reconnected. A representative explained that due to the meter tampering investigation, she would have to pay the back-billing of \$2,255.06, plus a \$200 deposit, before the service would be restored. The backbilling period extends from October 17, 1996 to March 11, 1998, for a total of 519 days at 52 KWH per day.

7) On March 30, 1998, Ms. Walsh submitted a lease from a California trailer park. An FPC representative contacted and faxed a copy of the lease submitted by Ms. Walsh to the property manager of the trailer park. The property manager recalled that Ms. Walsh resided with a tenant, but stated that Ms. Walsh had not entered into a lease with the park. The property manager further stated that she did not recognize the witness signatures on the lease submitted by Ms. Walsh.

8) On March 30, 1998, at the request of the Florida Public Service Commission, FPC restored the service for Ms. Walsh at 11611 Scallop Drive, pending continuance of the investigation to determine responsibility for the unauthorized electric usage and meter tampering.

Ms. Walsh requested an informal conference on May 18, 1998. On May 20, 1998, CAF notified Ms. Walsh that her request was received. Staff spoke with Ms. Walsh and FPC on numerous occasions about reaching a settlement. Because of factual disputes and stalled negotiations, staff recommended this matter be brought before the Commission for final disposition.

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This matter was scheduled to be addressed at the November 30, 1999, Agenda Conference. However, on November 29, 1999, staff received a fax from Ms. Walsh's doctor stating that Ms. Walsh underwent surgery on November 17, 1999, and would require six to eight weeks to recover. As a result, the Chairman's Office deferred the matter until the February 1, 2000, Agenda Conference.

On January 31, 2000, FPC notified staff that they had reached a settlement agreement with Ms. Walsh regarding her complaint. However, when FPC faxed a copy of the agreement to staff, it did not contain Ms. Walsh's signature. FPC maintained that they had a verbal confirmation from Ms. Walsh that she would accept the agreement. Staff left several messages for Ms. Walsh to confirm that she did in fact agree to the terms FPC was proposing. Ms. Walsh left a voicemail for staff stating that she did reach an agreement with FPC. As a result, the Chairman's Office deferred the matter until the February 17, 2000, Agenda Conference in order to allow staff additional time to receive and to review the settlement agreement between FPC and Ms. Walsh.

FPC notified staff that they sent the agreement via certified mail for Ms. Walsh to sign. A certified mail receipt confirmed that Ms. Walsh received the agreement on February 10, 2000. On February 21, 2000, staff received a settlement agreement signed by the parties. This is staff's recommendation regarding the settlement.

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DISCUSSION OF ISSUES

REVISED

ISSUE 1: Should the Commission approve the settlement agreement between Ms. Regina Walsh and Florida Power Corporation?

RECOMMENDATION: Yes. The Commission should approve the settlement agreement between Ms. Regina Walsh and Florida Power Corporation. (CROSSMAN, GING, PEÑA)

STAFF ANALYSIS: On February 11, 2000, Florida Power Corporation and Ms. Walsh entered into a settlement agreement, wherein Florida Power Corporation agrees to reduce the backbilling amount from \$2,252.03 to \$656. The agreement provides that this sum shall be paid in monthly installments of \$56 per month, without interest, until paid in full. This agreement is included in this recommendation as Attachment A.

Pursuant to Rule 25-22.032(11), Florida Administrative Code, a settlement reached by parties to a customer complaint shall indicate that it is binding on both parties and that the parties waive any right to further review or action by the Commission. As provided in the settlement agreement, Ms. Walsh and Florida Power Corporation agree that this settlement represents a satisfactory resolution of the complaint and waive any right to further review or action by the Commission. The parties also agree that they are bound by the terms and conditions contained in the settlement agreement.

Based on the foregoing, staff recommends that the Commission approve the settlement agreement because it provides a reasonable and satisfactory solution to the issues in this complaint docket and satisfies the requirements of Rule 25-22.032(11), Florida Administrative Code.

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ISSUE 2: Should this docket be closed?

RECOMMENDATION: Yes. This docket should be closed because no further action by the Commission is required. (CROSSMAN)

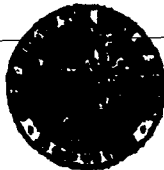
STAFF ANALYSIS: The parties agree that the settlement represents a satisfactory resolution of this issues presented in this docket and waive any right to further review or action by the Commission. Therefore, this docket should be closed.

STATE OF FLORIDA

Commissioners:
OF CONSUMER AFFAIRS
JOE GARCIA, CHAIRMAN
BEVERLEE DEMELLO
J. TERRY DEASON
DIRECTOR
SUSAN F. CLARK
JULIA I. JOHNSON
F. LEON JACOBS, JR.

DIVISION

(850)413-6100
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Public Service Commission

SETTLEMENT AGREEMENT

Complaint Number: _____ 2074951 _____

By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission.

Florida Power Corporation agrees to reduce the backbilling of \$2,252.03 to \$656.00. This backbilling represented charges incurred due to meter tampering.

If meter was tampered with party is unknown to Regina Walsh.

I, Regina Walsh accept NO responsibility for the above accusation and admit NO guilt to meter tampering.

As per agreement my monthly payments @ \$56. a month for 12 months without interest.

Regina Walsh
Customer Regina Walsh
(Acct #16830-93031)

2-11-00
Date

David W. Tomlinson
Company David W. Tomlinson, Manager
Business Planning & Quality Assurance

1/28/00
Date