

**Shawna Senko**

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**From:** Brian J. Ricca <brianricca@yahoo.com>  
**Sent:** Wednesday, January 08, 2014 1:33 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Response to request for a formal hearing  
**Attachments:** Response to Request for Hearing.pdf; Response to request for a formal hearing.docx

Please find the attached documents as both a .pdf file and a.doc file to include in my docket so that a hearing date may be set.

Thanks for everything,

Brian J. Ricca  
Phone:727-656-5805  
Fax:727-865-5295

1/8/2014 - In direct response to Florida Power and Light's motion to dismiss my request for a hearing, my pleading requirements must have been met or the filing clerk would not have established a docket. The PSC must agree with my pleading requirements being met sufficiently based on the docket being established. The defense for FPL offers very few other reasons for which my case should be dismissed, because there is very little defense available in their case. I feel that the defense lawyer could better utilize his time by helping reach a resolution. The FPL staff at the North Port, Fl. office has already told me that if the PSC finds that a violation has occurred, and the PSC makes the recommendation for the CIAC charges to be waived, they would likely comply. I don't think there is any reasonable doubt that violations have occurred, not on one front, but multiple fronts. Simply put, if the utility company does not have a problem running the line extension upon PSC request. Why is there any need to go further in defense? I think that I have clearly demonstrated the violations that have taken place. Why would the PSC not request FPL to run the line so that this case can be settled, being that the utility does not have a problem doing so? The line extension is unlikely to cost FPL more than \$7,500 in my opinion. The utility company is also in the business of providing power and line extensions so it really should not be a burden for them financially. The utility company will surely benefit off of future homes in the area as well. I feel that another FPL office would have handled the case entirely different. Another office FPL office may have requested that a supervisor waive 90% of the computer generated system overestimated fees for the project, since they are obviously invalid. Another FPL branch may have offered me a reasonable down payment or a minimum demand option. I doubt that the corporate offices are even concerned with or know about this case and thus, would not be very much affected by waiving the fees.

My request for a hearing clearly identifies at least one main rule which has been violated, along with the actions that constitute the violation. Further supporting documentation has already been sent to the commission as well as identified in my pleading for a hearing, but I will also include in this response.

The injury suffered has been an unnecessary hassle, loss of time and financial consequences within daily business activities. This case has also been ongoing during a particularly difficult time for me in that my father has just recently passed away after being sick for eight months. Obviously, my time spent correcting FPL's many flaws took away from my family time and daily business routine. FPL's actions have been ridiculous in that they have simply requested outrageous fees that were ultimately proved wrong or not proven to be valid at all, and now they are unwilling to be held accountable for their actions by not further admitting fault. If I had made a mistake, I would be forced to pay for my own actions. I would own up to the mistake due to general ethics. I can't be held accountable in any way for the inefficiency of service in this case however.

I don't see that my complaint is vague in anyway, and don't see that full detail is necessary according to the law when requesting a hearing. I simply provided the necessary information as requested by the filing clerk and the law. The commission issues decisions on complaints every day as they are intended to do. I'm confident that the commission has the jurisdiction to fully review my case and base a decision. The motion to dismiss my plead for a hearing on the grounds mentioned are just inaccurate in nature. I don't see why FPL should be unable to respond at a hearing in anyway. The cause of action for which relief should be granted is violation of the law.

In reference to the Introduction number 1: I requested a formal invoice in Mid-May and received the inaccurate \$60,000 estimate. I did not feel it necessary to request any further formal invoice since the quote was so outrageous and obviously incorrect. In response to Introduction number 2: The utility company ensured me for 84 calendar days after my application for service that the shortest route had been taken as will be noted below. The law requires reasonable efficiency within providing service. There is no way that such a delay can be considered reasonable. I shouldn't have to do FPL's job for them. The law does not require me to work with FPL to find the shortest route. FPL had a chance to provide timely service according to the law, but failed. It is a shame that the local FPL office is unwilling to admit error. In response to Introduction number 4: The PSC filing clerk has decided to establish a docket for my case according to the law and their jurisdiction. I would hope that the defense for FPL can respect the rules, and would think that the defense should be required to offer better grounds to dismiss my case, if attempting to do so. Ultimately, the commission has full jurisdiction to offer compensation in my case, and hopefully the defense can respect the PSC's position in this case and beyond.

Further, Section III has already been mentioned and the commission has decided to establish a docket in my case according to all applicable laws and rules. The commission must feel that my requirements for pleading have thus been satisfied. I will be seeking a remedy such that the PSC make the request that CIAC charges be waived due to multiple violations having occurred, as mentioned in my request for a hearing.

In response to numbers 8-15 motion to dismiss my hearing. How have I failed to state the rule, order or statute that has been violated? I clearly noted the Florida Law. It is very unfortunate that I must spend more valuable time responding to such inaccuracies. Where does FL law 366.03 state that the CIAC charges must be mentioned in order for the law to be violated? The law is clear and the commission fully has the jurisdiction to makes requests for compensation, fees waived and also determine any other items of reasonable measure. Further documentation will be provided in this response and is already on file with the commission. Thus, my request for a formal hearing appears to be fully sufficient.

In conclusion, please find the below supporting arguments that must fully satisfy any requirements. The FPSC is fully within their right and jurisdiction to hear cases in which excessive fees are being charged, and also to grant relief for such cases. The duties of the FPSC include involvement in these similar cases every day. The FPSC is in place for providing relief to the public amongst utility matters, for anyone to state otherwise, is simply inaccurate. Ultimately, the commission has full jurisdiction to offer compensation in my case and hopefully the defense can respect the PSC's position in this case and beyond.

Please find the below inaccuracies amongst my correspondence in my case. I would hope that the PSC employees can find it within themselves to reconsider their reviews.

Mr. Plescow: 10-09-2013 - Mr. Ricca returned my Call. Mr. Ricca believes that FPL is not being transparent. Mr. Ricca believes that FPL is not providing complete information regarding the cost of providing his home with service. For example, he said that FPL told him the overhead engineering expense would be \$1,500.00, but he said FPL did not breakdown the \$1,500.00 charge.

Mr. Plescow: Mr. Ricca said he found mistakes in FPL's calculations. Mr. Ricca said that originally FPL said that it would cost \$55,000.00 to provide him with overhead service, He said that was later reduced to \$41,000.00, because he found a shorter way to provide the service. Mr. Ricca appears to believe that FPL should have tried to provide the service using the shortest path. He did not provide any other suggested errors. Note, he did not provide any mathematical errors, or any specific individual FPL charges that were incorrect.

No, the quote for engineering service is \$15,000! I believe that I have sent you multiple violations that have apparently occurred. How many other errors would you like for me to provide? How about the mathematical errors of the distance in linear feet to the home? How about the reduction in price from \$55k to \$41k due to my own efforts? I have had to do the utility company's job for them in this case. Please note my email correspondence to you which I will send again as well. You also requested that I provide specific laws that I felt were violated and which are thus noted in my email to you. However, I would hope that since you are attempting to review such a case, that you would already be very familiar with the law.

Mr. Plescow: Mr. Ricca acknowledged that there are other shorter ways for service to be provided. One option would be for him to secure easements or rights of way for the utility's facilities, but he appears not to want to try to secure the right of way himself. A second way over a canal is not allowed by his municipality

You may not have read the case correctly, the easement option is for underground service, but I am applying for overhead service. I would have considered the underground option, but obtaining the easements is very difficult to do and near impossible for my purposes at this time. Please don't insinuate that I am not willing to do what is necessary for service.

Mr. Plescow: Mr. Ricca further wanted to know if he could higher a contractor to place the facilities in the easement. He appears to believe that he could find a contractor that could build the facilities for less than FPL would charge.

Mr. Ricca believes that FPL is charging him to provide service to his neighborhood, and FPL should have to provide his home with service, because the utility has an obligation to serve him.

I would have been happy to have the option of paying the fee if it did not contain errors and lack of transparency! Do you suggest as a PSC employee that I should have overpaid by \$14k? If so, you would really not be protecting the public interest. The utility has elected to cover a geographical area, and thus supply service according to the law and rules. I have not asked for exceptions or special treatment out of the norm. At any rate, I will seek compensation such that the ciac charges are fully waived due to all of the violations which I feel have occurred.

Mr. Plescow: 10- 11-2013 - I called Mr. Ricca, and we discussed the allegations made in his most recent E-mail correspondence to the FPSC. I requested to know if Mr. Ricca could provide the specific rules and tariffs that he believes FPL has violated. Mr. Ricca said he thought that was what the FPSC would do. I explained that I was reviewing the FPSC's rules and FPL's tariffs as part of my investigation; however, if he had specific rules or tariffs that he thought FPL was violating, he should provide them to me, for further review. Mr. Ricca stated that he believed FPL must be violating FPSC rules, and FPS's tariffs. He said that FPL must be ethically bound to provide him with service. He further alleged that FPL could not provide service to one customer, and deny service to another customer. Mr. Ricca then asked what I thought of the FPSC ordering FPL to not charge him to provide service. Mr. Ricca wants the FPSC to order FPL to build the facilities that would only serve his home at the time and not charge him for the construction of the facilities that only benefit him, because he has the only home in the development.

/JPlescow

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No, I stated that I was sure that rules were being violated. In addition, if not bound by the law to provide reasonable service, FPL has also violated ethical standards in my opinion. FPL must provide reasonable rates and be able to demonstrate the rates are such, not just provide me service for free. There are certain territorial rules that come into play when a utility company agrees to serve a given territory, thus my remark about denying my home service in comparison to other homes. I am simply utilizing the laws which are in place to protect my own interests. I believe that I asked for you to make the recommendation that FPL waive the ciac charges based on lost time and financial consequences suffered. I don't recall ever using the word order. FPL has told me verbally that if the FPSC makes the recommendation for fees to be waived, because a violation has occurred, they would likely comply. I feel that waiving the fee is beyond warranted at this point. I would have been happy to have the option to pay the fee from the beginning, if it could have clearly been demonstrated. I am confident that others homes will be built in the area if services are provided as well. The fact that the home is the first built does not seem to be relevant here, especially given

that discrepancies existed within the original quote, that is the case at hand. Also, the fact that I was aware of some charges attempted to be sought before acquiring the home does not mean that I agreed with them or had full detail. In fact, I had some knowledge as part of my diligence, but not much detail. I don't have many regrets of purchasing the home. The only regrets that I have are not knowing the utility company would be so unreasonable, and not knowing that the law would fail me thus far causing me unnecessary delay.

Even if the line were to be ran free of charge, there is no way that my lost time can be compensated for in anyway. I feel that a waive to ciac charges would be the least that could be done for me. Again, the hassle and loss of time that I have suffered is beyond an unreasonable \$41k fee which has not stood up to any scrutiny. Please don't turn the tables on me because the utility has been unable to demonstrate reasonable fees. I never thought the utility company would be so unreasonable when I purchased the home however. There is so much other work that needs to be completed at the home which has been left undone as well. Having electric is a basic necessity in today's world and the home deserves standard service in a timely manner. In addition the home has suffered mold, vandalism and theft due to no electricity. If I can obtain electricity to the home, my work as intended is only then just getting started. I have to clear permits, complete construction, the road way needs work. In other words, I am not earning my pay by simply having the line ran free of charge. Also, the price I paid for the home should not be relevant as some have mentioned, just to clarify. In other words, I don't feel that this case is going to make or break me but a waive is simply warranted. I requested the fee be waived due to the inconsistencies of the review and the violations of the law, nothing to do with being the only home in the development or for any other reason. I simply believe that additional homes will be built and FPL is in the business of providing this type of service.

Mr. Plescow: This was the amount identified when the complaint was opened on July 8, 2013. Note, this is consistent with FPL's records, which indicated that the home's previous owner was given an estimated cost to connect the service in the amount of \$60,000.00. FPL records further reflect that the cost has been reduced since the complaint was taken . Also note, Mr. Ricca's service is not jeopardy of being interrupted. The home was not connected to FPL facilities when he bought it. Mr. Ricca understood to get service he would need to have service and facilities provided by FPL. I confirmed this timeline with FPL.

The cost had been reduced due to my own efforts! Not the effort of the utility as it is their job to do, and obligation under territorial utility law. The law states that the utility is to provide timely service upon application. The law does not specify that utilities need to already exist. In fact, I believe that this law is geared towards new facilities and any general request for service. I never agreed with the quote from the beginning,

Mr. Plescow: 10-31- 2013 - I called Mr. Ricca, and I requested he return my call. Mr. Ricca returned my call, and we discussed his complaint. I explained that my review had found that FPL had not violated State Statutes, FPSC rules, or FPL ' s tariffs, in the handling of this matter. Mr. Ricca disagreed with my findings. He said FPL had to violate FPSC rules because it did not provide him with timely or reliable service. Even though, there were no facilities to provide him the service.

Again, The law does not specify that utilities need to already exist. In fact, I believe that this law is geared towards new facilities and any general request for service. Several other similar violations have occurred within the law anyways as noted below.

Mr. Ricca believes that FPL took to long to provide him with a reasonable amount for CIAC. He said because FPL did not initially find the shortest way to run the fac i lities, he would have been overcharged by \$20,000. He said that by rule the company had to find the shortest path. Mr. Ricca did not provide a specific rule. He indicated that the FPSC should make the company provide the shortest route, or the FPSC's technical staff should find the shortest route as part of its investigation.

Yes, It's not debatable in anyway shape or form. I would of overpaid by at least \$14k, if I had paid the original quote which was simply wrong! The law requires the efficient service and it is clear. I am simply utilizing the law which is in place to protect my interests. I did provide the rule to you clearly, and on more than one occasion. I can also send a copy of my emails again if necessary. I had originally requested the shortest route, and was told both verbally and literally for 84 days that the shortest route had been taken. The commission probably should have requested such efficiency as well. Especially when one of the PSC questions during the initial review was as follows: "where are the nearest facilities?" Why would I want to pay more money for a longer route when the costs are already excessive? Also, when being told for 84 days that the shortest route had in all fact been taken, which was ultimately wrong.

Mr. Plescow: Mr. Ricca acknowledged that the first cost of approximately \$ 59,000, for overhead facilities, was provided to him on July 9, 2013. He further acknowledged that the two other, less e xpensive ways to run the service, were provided to him 26 days later on August 5, 2013. Note, Mr. Ricca said the less expensive routes were provided to FPL by him, and he should have not had to do FPL ' s work. The two August 5, 2013, routes were for both overhead and underground facilities.

No, I originally applied for service on approx. May 15th and did not receive the updated quote until 84 calendar days later. I am not equipped with FPL's software or way of providing and measuring quotes, yet still managed to correct them. I don't have any utility experience to find the shortest route. I think you should ask yourself if you are being reasonable. I should not have to do the utility company's job for them is correct. The fact that I am being requested to do FPL's job for them or risk overpayment should tell the commission everything they need to know about this case! The utility company did not consider other routes as a courtesy, but because the law requires such, and they did not, now they

are simply unwilling to admit fault. I don't see why any further appeal is even necessary. I was under the impression that the PSC is in place to protect me, not work against me. How is the law debatable in anyway and why would you attempt to change the law in favor of the utility company?

Mr. Plescow: Mr. Ricca wanted me to specifically to request that FPL provide the facilities at no cost to him, because FPL violated FPSC rules. I again explained that my review and Ms. Daniel ' s review both found that FPL did not violate state statutes, FPSC rules, or FPL's tariffs; therefore, I could not make FPL further reduce the CLAC cost. Mr. Ricca insisted that the PSC could request that FPL provide the facilities at no cost.

First of all in response, the original review did not pick up on errors. Second, there have been vast changes in the quote since the original review, and the basis for my complaint has fully changed. I don't see how the original review can be referenced any further with accuracy. Finally, I believe that I simply asked for you to make the recommendation that FPL waive the ciac charges based on lost time and financial consequences suffered. FPL has told me verbally that if the FPSC makes the recommendation for fees to be waived, and a violation has occurred, they would likely comply. I feel that waiving the ciac fee is beyond warranted at this point. Why make a mountain out of a molehill? I feel that I am clearly correct in that a violation has taken place. I really don't see a need to continue a debate based on my facts provided. I'm also not sure how anyone could see my case otherwise than being in my favor.

Mr. Plescow: Mr. Ricca further believes that FPL must have violated FPSC rules because the process was not transparent. FPL did not answer his questions related to labor cost and other cost. Thus, FPL was not being transparent. Even though, Ms. Daniel's review found the cost were reasonable.

Exactly, The law requires the utility to be able to demonstrate charges in more than one law. You should be very familiar with the law since you have attempted to review this case. I also proved it to you in writing! How can I reasonably be expected to pay such a large fee without knowing the costs? Especially after knowing errors existed, and the original review did not pick the errors up. I don't see how the original review can be referenced any further with accuracy. Again, the case changed completely since the original review. Do you really feel that you are being reasonable in anyway?

Mr. Plescow: Mr. Ricca insisted that because the company was obligated to provide timely and reliable service, and it took FPL too long to get him the information, the utility should provide the facilities at no cost. Mr. Ricca understands that if FPL did not charge him the CLAC, the rate payers would pay for the facilities that only benefit him. Mr. Ricca indicated that the FPSC and me specifically did not do anything to resolve this matter. I explained that legal staff now was reviewing the results of both Ms. Daniel ' s and my investigation. I further explained that legal staff would be following-up with him.

You are correct about the first part above. I am seeking the fees to be waived for not having reasonable access to power for eight months plus. You may not be able to fully understand the impact of such an oversight unless you are personally forced to be without power for so long due to internal errors and somebody else's fault. Then, maybe you would be able to see my view more clearly and protect the public as intended. I do NOT feel that the ratepayers should pay for this line extension in anyway unless extremely nominal fees are charged, which would be near impossible to prove. I feel that new homes would be built and the extension would benefit all property owners accordingly. If the utility company can't even prove that their fees are just, how could you possibly provide such a miniscule rate to taxpayers with accuracy? I think that any rate to taxpayers would be extremely difficult to prove. The actual costs being charged have been inaccurate since my first request for service. It is extremely unlikely that this project will cost more than \$7500 to FPL. It seems like you have used your best efforts to work against me on this case when your duty is to protect the public first and foremost. In addition, my viewpoint has been totally changed by you as noted in my responses. I regret that we were unable to agree. In the future, I hope that you will do better in helping people who are being wrongfully charged excessive fees. In essence you are telling me that I should have overpaid without question. Hopefully, you will find it within yourself along with Mr. Forsman and other staff to notify a supervisor of your inaccuracies within my review as noted.

Please find my responses to Mr. Forsman and Mr. Plescow in which there are several inaccuracies that have taken place in my case review. I don't feel that my case reviews could be accurate in anyway given so many omissions. My original letters to Mr. Forsman and Mr. Plescow should be included into the correspondence which is part of the docket. It does not seem right that my comments are only selectively chosen to fit others opinion or relayed improperly. One of my problems with my case is that the PSC employees reviewing the matter keep referring back to the original review even though changes have since occurred. Also, this type of case appears to be very unique and I'm not sure if the people reviewing my case are qualified with ciac matters in anyway. I have clearly demonstrated multiple violations below in which PSC employees have failed to respond accurately on several occasions. I think that any informed person reviewing this case can clearly see that PSC employees have failed to respond accurately in a timely manner.

Mr. Forsman: Because FPL did not originally present the shortest route, upon consideration, other options were provided. I don't see where this planning constitutes unreliable or inefficient planning.

No other options were provided by the utility company! I had to provide the other options. I am not equipped to design a new route as a customer and should not have to be.

FI Statute. 366.03 General duties of public utility.-Each public utility shall furnish to each person applying therefor reasonably, sufficient, adequate, and efficient service upon terms as required by the commission.

The utility company informed me both verbally and in writing for 84 calendar days that no other options existed and the shortest route had

been taken to the home. The utility company finally agreed with me 84 calendar days later that the shortest route to the home had not in fact been taken, only after I myself had found a shorter route. There is no way that such a delay can be considered reasonably efficient. I don't think the fact that a delay occurred is any further debatable. Which other options were provided? I should not have to do the utility company's job for them! In addition the below law(s) appear to have also been violated which makes not one, not two, but three violations. How many more times can you possibly deny the law? I am amazed that you and Mr. Plescow have attempted to circumvent the law in favor of the utility company when the PSC is in place to protect public interest first and foremost. Your information continues to be simply wrong. I would appreciate a more accurate review based on facts rather than misinformation. Additional time continues to pass with errors taking place on part of the commission employees and the utility company.

366.055 Availability of, and payment for, energy reserves.-4) No electric utility may collect impact fees designed to recover capital costs in initiating new service unless the utility can demonstrate and the commission finds that such fees are fair, just, and reasonable and are collected from the ultimate utility customer of record at such time as or after permanent electric service is provided. This prohibition shall not apply to underground electric distribution lines or line extension charges collected pursuant to approve tariffs.

**Note: The highlighted section above does not seem to waive the utility being required to demonstrate that fees are fair, just and reasonable, but rather waives the company from NOT being able to collect impact fees which are such. How can anyone be expected to pay unless a quote is proven to be fair?**

25-6.093 Information to Customers. (1) Each utility shall, upon request of any customer, give such information and assistance as is reasonable, in order that the customer may secure safe and efficient service. Upon request, the utility shall provide any customer information as to the method of reading meters and the derivation of billing therefrom, the billing cycle and approximate date of monthly meter reading. (2) Upon request of any customer, the utility is required to provide to the customer a copy and explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer in obtaining the rate schedule which is most advantageous to the customer's requirements.

25-6.095 Initiation of Service. 2) Upon compliance by the applicant with the provisions governing utility service, the utility shall undertake to initiate service without unreasonable delay. To be effective, the policy adopted by each utility for the initiation of service shall have uniform application and shall be set forth in its filed tariff.

The quote was never uniform and without unreasonable delay. Uniform means that each employee should be offering me the same info. The utility company told me both verbally and literally that the most efficient route had been taken, and then recanted upon my finding a new route.

Mr. Forsman: " Because service availability for the property, I don't believe that discrimination occurred because the residence is the only one in the subdivision.

I'm not sure what this means, but because the residence is the only one in the subdivision, it is being discriminated against. The pro rating structure is not in tune with Florida's near halted building industry. The quote is computer generated and has not held up to scrutiny. If other homes existed in the subdivision, there would be service as required by applicable territory law or many complaints from multiple homeowners instead of just one.

Mr. Forsman: There is no applicable FAC or statute established as a standard in order to properly "scrutinize" FPL 's price quotes.

I must refer to the above mentioned rules here again. How could the commission possibly be unable to scrutinize the utility company's quote? The above remark appears to go against everything the PSC stands for and is in place for as well! This is simply inaccurate, and almost every Florida law regarding utility matters is geared towards PSC scrutiny!

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The Florida Public Service Commission is committed to making sure that Florida's consumers receive some of their most essential services — electric, natural gas, telephone, water, and wastewater — in a **safe, reasonable, and reliable manner**. In doing so, the PSC exercises regulatory authority over utilities in one or more of three key areas: rate base/economic regulation; competitive market oversight; and monitoring of safety, reliability, and service.

**The utility laws of Florida are intended to define and promote reliable and efficient services at reasonable costs.**

**Mr. Forsman:** There is no applicable rule that requires seeking bidding and compelling FPL to accept "low bidder." FPL's estimated is based on established guidelines and labor and material costs.

I never requested low bidding, but only that the utility be able to prove that the service is efficient in that the quote is fair, just and reasonable which they have plainly been unable to do. The utility company citing competition concerns is ridiculous and shows me that they will say or do anything so that they don't have to offer details. The lead engineer told me that he stayed after work one day to come up with the new quote even though the engineering and overhead section of the quote seeks approx. \$15k. What other engineering could be involved other than basic inspections? What does engineering and overhead even mean and what does it consist of exactly? The engineer told me during a recent in-person meeting that he and the manager both did not know! The utility company will not share this info with the employees! Clearly, my request for transparency is being dodged with vague answers or none at all, citing ridiculous excuses. If the lead engineer who offered me the quote does not know what the quote means, who will? Maybe they should ditch the computer generated system and offer me an actual valid quote that can be proved with a pen and paper. Any other FPL office probably would have just ran the line and requested a small monthly payment, or otherwise notify a supervisor that the fees are knowingly excessive. The engineer did not know the price of a pole when asked. How can I be expected to pay for the project and their expansion into new territory, when the utility company cannot demonstrate that the costs are fair? And the employees don't even know what the quote means? I have lost much time due to internal fault and review at both the PSC and FPL. I am thus seeking compensation such that fees are waived entirely. If the utility company provided details, and no errors were found, I would NOT have an argument. I have revealed error upon error and violation upon violation anyways despite the utility company dodging questions. I will reveal additional errors if more detail is provided as well, I'm confident. The fact that the engineer and manager do not know themselves what the quote means should tell you everything you need to know about my case!

**Mr. Forsman:** No rule requiring an open, competitive, "transparent" process.

No, again, your review is proven to be fully insufficient as clearly noted in the law below. Please do not attempt to circumvent the law. Also, I had to do the utility company's job for them when finding the most efficient route. Now, I feel that I am doing the commission's job for them by proving the employees wrong over and over again. Let's keep in mind the PSC is in place to protect the consumer!

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**Mr. Forsman:** No rule established to determine "fairness".

There are plenty of rules requiring the company to be reasonable which would be synonymous with fairness.

The Florida Public Service Commission is committed to making sure that Florida's consumers receive some of their most essential services — electric, natural gas, telephone, water, and wastewater — in a **safe, reasonable, and reliable manner**. In doing so, the PSC exercises regulatory authority over utilities in one or more of three key areas: rate base/economic regulation; competitive market oversight; and monitoring of safety, reliability, and service.

**The utility laws of Florida are intended to define and promote reliable and efficient services at reasonable costs.**

**Mr. Forsman:** Mr. Ricca states that the quote has not be held up to questioning and scrutiny. However, our technical division reviewed the information and determined the costs to be fair." I don 't see where there was an "error" on FPL ' s part; they simply relooked and reevaluated and offered Mr. Ricca alternative options.

This is one of my biggest problems with the case. The above mentioned review refers to the initial review and should really not be referenced being that changes have since occurred, and also since the review did not pick up on the most efficient route. Even though one of the questions the PSC asked during the initial review was as follows: Where is Mr. Ricca's property in relation to FPL's nearest facility? This question tells me that the commission was concerned with the most efficient route being taken. The technical division really should have picked up on the shortest distance from point A to B given vast resources of engineer review, and FPL should of as well since they are obligated and trained to do so. Why should I have to do their job for them? Is that reasonable in anyway? Also, the utility company and the PSC employees are claiming that no error took place, but the change was done as a courtesy. No! The law requires efficient and reasonable service! Mr. Forsman states: "The utility company simply relooked and reevaluated" No! Your info is simply wrong! I am the one who had to find the new route while being told both verbally and literally that no other options existed, and while being told that the shortest most efficient route had in fact been taken. Your review is extremely inaccurate. When I make a mistake I surely have to own up and pay for it as the utility company should do. Who is better capable to bear the brunt of an oversight in this case and who is at fault anyway?

The law has clearly been outlined several times and I will repeat again. The utility company did not find another route as a courtesy! I had to do their job for them; it is supposed to be their duty. I would have overpaid by approx. \$14k if I paid the original quote. Who else was going to ask these questions if I did not? They did not relook or reevaluate! I had to relook and reevaluate myself even though the utility company is required to do so. If I had NOT been told repeatedly both verbally and literally that no other option existed and the shortest route had been taken, I would not have any case. Nobody can see the impact of such an oversight until you are the one without power for 9 months. I would have made a mistake if I had paid the original quote since it contained errors. The law is not debatable in this matter. The law has been violated not once, not twice but three times. I am amazed that I must further debate my case and it is simply wrong as proven!

**366.03 General duties of public utility.**-Each public utility shall furnish to each person applying therefor reasonably, sufficient, adequate, and efficient service upon terms as required by the commission.

**25-6.093 Information to Customers.** (1) Each utility shall, upon request of any customer, give such information and assistance as is reasonable, in order that the customer may secure safe and efficient service. Upon request, the utility shall provide any customer information as to the method of reading meters and the derivation of billing therefrom, the billing cycle and approximate date of monthly meter reading. (2) Upon request of any customer, the utility is required to provide to the customer a copy and explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer in obtaining the rate schedule which is most advantageous to the customer's requirements.

**Mr. Forsman:** Mr. Ricca believes the costs are excessive - My question is based on what? There are no standards or guidelines to compare estimated costs.

- Based on my long list of correspondence which you should have read and in which my case is very clearly in my favor!
- Based on the fact that the quote has not held up to scrutiny!
- Based on the fact that I was told for 84 days that the shortest route had been taken which in fact was not true!
- Based on the fact that the company won't provide details as required by law!
- Based on the fact that the manager and lead engineer cannot even tell me what a \$15k charge for overhead and engineer costs mean! Or the price of a pole! Or what the other basic costs even mean!

**Mr. Forsman:** On what basis can the FPSC compel FPL to provide build sheet detailing of each cost component - including labor rates, etc. Most likely, a great deal of this information would be considered proprietary

Im so glad you have asked, but had hoped that you would know. On the basis of almost every utility law in place and also the below info! Also, citing competition concerns is another example of a ridiculous excuse to not provide details! The utility simply can't provide details because the details don't exist to back up the price.

(continued on next page)

The Florida Public Service Commission is committed to making sure that Florida's consumers receive some of their most essential services — electric, natural gas, telephone, water, and wastewater — in a **safe, reasonable, and reliable manner**. In doing so, **the PSC exercises regulatory authority over utilities** in one or more of three key areas: rate base/economic regulation; competitive market oversight; and **monitoring of safety, reliability, and service**.

The utility laws of Florida are intended to define and promote reliable and efficient services at reasonable costs.

#### Mission Statement and Goals

##### Commission Mission Statement

To facilitate the efficient provision of safe and reliable utility services at fair prices.

##### Commission Goals

The Commission fulfills this mission by pursuing a number of goals, as follows:

#### GOALS FOR ECONOMIC REGULATION

- To the extent possible, streamline regulatory requirements to provide an open, accessible and efficient regulatory process that is fair and unbiased.
- Provide a regulatory process that results in fair and reasonable rates while offering rate base regulated utilities an opportunity to earn a fair return on their investments.
- Encourage efficiency and innovation among regulated utilities.
- Encourage and facilitate responsible use of resources and technology in the provision and consumption of utility services.

#### GOALS FOR REGULATORY OVERSIGHT

- Identify and address regulatory barriers that impede the development of competitive telecommunications markets, as directed by law.
- Provide appropriate regulatory oversight to protect consumers.
- Ensure that all entities providing utility services to consumers comply with all appropriate requirements subject to the Commission's jurisdiction.

#### GOALS FOR SERVICE REGULATION AND CONSUMER ASSISTANCE

- Facilitate the provision of safe utility services at levels of quality and reliability that comply with established industry standards and practices.
- Inform utility consumers regarding utility matters.
- Expedite resolution of disputes between consumers and utilities

(continued)

Mr. Forsman: Mr. Ricca returned my call @ 11:04 am. We discussed his complain and concerns. Mr. Ricca is adamant that FPL has committed a violation of FPSC rules by refusing to provide him service in a timely, efficient, and effective manner. I advised him that since existing service was not available at his property, FPL could not provide the service until he pays the itemized CIAC charges to run service to his property.

The law does not require the facilities to already exist. Of course FPL can't provide service until I pay the CIAC charges, and I haven't been able to pay with known errors in place since May 9<sup>th</sup>, 2013! This is the basis for my whole complaint. In return, I am seeking that the fee be waived. Would you suggest I had paid the original quote and overpaid by \$14k? This type of advice is contrary to the PSC's job of protecting consumers and I have a real concern with that type of response.

Mr. Forsman: Mr. Ricca further believes that FPL violated FPSC rules by not first providing him the shortest and least expensive route. I advised Mr. Ricca that FPL later provided him two additional alternative routes, both designed to save him money *in* response to his objection to the original costs.

I have no idea where you're getting this info from? I was never given two alternate routes to save me money for overhead service. Any route that saved me any money was due to my own actions after being repeatedly told that no other options existed. This is the basis for my case. Again, I am not equipped to have to do their job for them, utilize their software or processes. I had no utility or engineering experience, until having to do everyone else's job for them or risk overpaying. I have since learned the law and it is in my favor.

Mr. Forsman: I advised him that by not providing him these alternatives from the very beginning does not constitute a violation of existing FPSC rules regarding CIAC.

See, this is where you're clearly wrong on not one, not two, but three accounts! First, I provided the new routes, not FPL! Yes it does violate Florida law! The law is not debatable. Then what does the law means when it states reasonable and efficient service upon application? What do the following law(s) mean as well:

366.03 General duties of public utility.-Each public utility shall furnish to each person applying therefor reasonably, sufficient, adequate, and efficient service upon terms as required by the commission.

25-6.095 Initiation of Service. 2) Upon compliance by the applicant with the provisions governing utility service, the utility shall undertake to initiate service without unreasonable delay. To be effective, the policy adopted by each utility for the initiation of service shall have uniform application and shall be set forth in its filed tariff.

The quote was never uniform and without unreasonable delay. Uniform means that each employee should be offering me the same info. The utility company told me both verbally and literally that the most efficient route had been taken, and then recanted only upon my finding a new route.

25-6.093 Information to Customers. (1) Each utility shall, upon request of any customer, give such information and assistance as is reasonable, in order that the customer may secure safe and efficient service. Upon request, the utility shall provide any customer information as to the method of reading meters and the derivation of billing therefrom, the billing cycle and approximate date of monthly meter reading. (2) Upon request of any customer, the utility is required to provide to the customer a copy and explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer in obtaining the rate schedule which is most advantageous to the customer's requirements.

Mr. Forsman: However, Mr. Ricca continued to be determined that the FPSC is able to order FPL to waive any and all CIAC charges. I repeatedly advised him that at this phase, there is no rule that establishes the authority for the FPSC to order FPL to waive the charges; however, I again advised Mr. Ricca of his right to file a petition for formal proceedings if he believes FPL has committed a violation of FPSC rules. Mr. Ricca stated that he will most likely file formal proceedings against FPL, but he wanted to put forward a proposal before doing so.

Mr. Forsman: Mr. Ricca explained that he simply cannot afford to pay the CIAC charges. He proposed that FPL consider reducing the CIAC charges by 50%. I advised Mr. Ricca that although I have no basis to compel FPL to do so, I would present his proposal to FPL and his reason for asking for the reduction. I informed him that I would contact FPL's FPSC Liaison and put forward his proposal. I advised Mr. Ricca that I would get back to him after I have further information. Mr. Ricca stated that he will forgo filing formal proceedings until after he heard back from me regarding his proposal.

In conclusion, I never requested the PSC order FPL to run the line, but simply make the recommendation since FPL has already agreed to do so if violations have occurred, and the PSC makes the request, not order. I don't think we need to complicate anything, and I feel that the commission should have made the request a long time ago. No, I did not mean that I could not afford to pay the fees if they had been reasonable. I would have been happy to have had the option to pay if the estimates could have been demonstrated to be fair. After the fact, no, I'm not willing to pay. The damage has been done. I can't afford to throw \$14k away either which would have been the case had I paid without question.

You stated to me on the phone that you feel a violation may have occurred. What is keeping you from committing to that fully? I don't see any reason to make a mountain out of a mole hill in this case. If we can first agree that a violation has occurred, then we can determine if any compensation is warranted. I just don't see how my case is not clear in that violations have occurred, not on one front, but multiple fronts. I have clearly demonstrated that violations have in fact taken place within my case. I am willing to attend a formal hearing if absolutely

necessary, but I really don't think it is necessary given my responses above. I hope that you and your staff will reconsider in an informal decision, and spare me the need to prove my case any further. Please let me know if I have been able to change your mind based on the above info.

In the future, I hope that you will do better in protecting public interest as intended. I hope that you can find it within yourself to notify the commission of your many inaccuracies as noted...

I have also included some additional points in my below email. I feel that my previous emails includes sufficient reason for the PSC to help me, but the additional info below is further support for my case as well.

1) Isolated event: I feel that another FPL office would of handled my case differently. The Florida construction economy is very weak and the ciac charges are not in tune with the current construction industry. I requested some sort of payment plan or any other option such as a down payment or installments, but was refused, and told no other option was available. The company tariff appears to state otherwise however regarding a payment plan. I feel that most other FPL offices in other cities would have been more reasonable or offered some compromise. The utility company worked against me instead of with me.

2) My case is unfortunate for all parties, but who is better situated to bear the brunt of an oversight? One customer? Or the third largest utility company in America with 2 Billion per year net income, 11k employees, and 4.5 MM customers? The local office should of used their resources better or been more reasonable. Request for a supervisor and more detail were denied. I would have been happy to pay the fee if I could have been sure that it was accurate and it could be proved, but it never was!

3) My lost time can't be given back to me even amongst compensation. This case has also given me hassle and I have had to do the utility company's job for them.

4) I feel that the matter is very serious and was not given the attention it deserves. If another home had a down wire for 84 days plus and the company couldn't get the line back up due to internal oversight, it would not be accepted, especially if there were multiple homes involved.

5) My consultant put it best: The engineer and overhead section of the quote was most likely generated in a couple hours on the computer. The engineer involved even told me that he stayed after work one day to come up with the new quote and that he did not know the price of a single pole when asked. I doubt that there could be much other engineering involved in a routine line extension.

6) In my opinion, this case also violates general ethics, reasonable action and fairness. The utility laws of Florida are intended to define and promote reliable and efficient services at reasonable costs. The costs involved in my quote were never reasonable from the beginning.

7) In the end, I was given ridiculous excuses and FPL employees got to the point where they would say anything to defend themselves no matter how ridiculous it seemed. I knew at this point that I had proved the company wrong; IE; We don't have to provide details, we are worried about competition, the price I paid for the home was mentioned which should be irrelevant, you could of paid with the errors in place, we don't have to take the shortest route - many of which quotes were different from previous info that I received.

8) The error and lack of accurate info may not be a huge mistake and may even be a small mistake, but none of which I can be accountable for in anyway. Nobody can understand the impact of such a small mistake until you are the one without electricity!

9) I can see the power lines from the street where the home is located. The nearest facilities are really not that far. The fees are simply not reasonable for any one customer to pay and it has been proven! Every third party person I spoke with regarding the matter couldn't believe it when I told them how much the company wanted. Would you think the fee is reasonable for basic electric like most every other home in America has, even if you had no knowledge of the case? The utility company is in the business of expanding and providing power and the territory was granted based on the ability to provide that service. Updated:1/8/201 I had also been advised during an in-person meeting that the job will only be completed by two workers and will consist of 150 man hours. The lead engineer insisted that he notified me of the man hours previously, but as noted in my full correspondence, I was never told how many man hours were involved. This is just another example of how my request for details was avoided and I had a very difficult time in receiving accurate info from the company. In fact, during the meeting, the district manager became frustrated and abruptly left the room sending in his crew manager as a replacement. The same manager would be managing the crews for my line extension. I asked the crew manager if she was very familiar with ciac charges, and she simply did not even know what ciac means, looking towards the lead engineer for an answer! How much more ridiculous can FPL be in handling this case! The lead engineer had a stack of papers that he would not share as well.

10) In the beginning, my goal was just to get the price down. In the end, due to all of the trouble, I simply don't feel I should have to pay any fee because my time is valuable to me and can't be replaced. I had hoped for a payment plan or an installment plan originally, but was told no, even though the below rule appears to show otherwise. I feel that it is too late for accurate info and the utility company has had plenty of time

to provide reliable info. I have had to do the utility company's job for them and spend valuable time correcting their flaws. Calls or emails to executives involved in the case went unanswered or were referred back to the same office where the issue remains. I think my case in this instance is rather unique, and given such, the case requires very specific review and expertise. Below are even more laws or rules which appear to support my case. Please recommend that the line is ran without charge and further appeal. The utility company has already implied that they will comply with PSC recommendation, so why wouldn't the commission support me given my proof of fault on the utility's part?

11) Employee silence appears to be a factor in the multiple reviews and overall case. I can't imagine any other reason that my clear proof of the law being violated would go unrecognized. I believe that the employees involved at both the PSC and FPL were hesitant to contradict the reviews of previous employees, or otherwise alert a supervisor of obvious inconsistencies.

*Employee silence plays a crucial role in the evolution of Public Services because it stops communication, opportunities to modify routines and knowledge sharing. The case study presented in this paper highlights employee silence as outcome of a bottom-up innovation introduced into the University of Padova. Using a questionnaire, we collected information about silence and voice to an ICT Community of Practice. The results are that silence due to fear of top management is less important than silence due to fear of sharing knowledge and information among colleagues. We conclude by suggesting innovation adoption difficulties in Public Services not only as a management deficit, but also as a governance problem- from www.academia.edu*

From Wikipedia, the free encyclopedia

Employee silence refers to situations where employees withhold information that might be useful to the organization of which they are a part whether intentionally or unintentionally. This can happen if employees do not speak up to a supervisor or manager.<sup>[1]</sup>

Within organizations people often have to make decisions about whether to speak up or remain silent - whether to share or withhold their ideas, opinions, and concerns ... [The problem is that] in many cases, they choose the safe response of silence, withholding input that could be valuable to others or thoughts that they wish they could express.<sup>[2]</sup>

— Frances J. Milliken and Elizabeth Wolfe Morrison, *Shades of Silence: Emerging Themes and Future Directions for Research on Silence in Organizations*

This means the situation is not going to change for the better anytime soon. Employee silence does not only occur between management and employees, it also occurs during conflict among employees, and as a result of organizational decisions. This silence keeps managers from receiving information that may help to improve the organization.<sup>[3]</sup>

The following additional laws also further support my case.

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2. Overhead Extensions - FPL extends or upgrades its overhead facilities at no charge if:

- a. the facilities being built are for standard service for the load being served, and
- b. FPL's expenditure is supported by the Estimated Annual base rate Revenue (EAR)

Other factors that may affect the approval of the extension include:

- The potential of other customers to be served from the same extension or addition within a five year period
- The permanency of the installation being served
- The expected completion date of the project
- The need to improve facilities at or near the area to be served such that the line extension can be installed
- Issuance of a construction permit
- Examination of architectural plans

A nonrefundable Contribution in Aid of Construction (CIAC) will be required for any overhead extension where the total estimated job cost for the extension or upgrade (excluding service drops and meters) required to provide standard service, as determined by FPL, exceeds four (4) times the estimated annual incremental base rate revenue (EAR). This CIAC amount is equal to the difference between that estimated total job cost (excluding service drops and meters) and four (4) times the EAR. For upgrade of facilities, the customer is also charged for the Net Book Value of the existing facilities removed and receives a credit for salvageable items. If the customer requests facilities that are not typically required, in the opinion of FPL, to serve the load, a CIAC in addition to the above difference will also be required. This additional amount is equal to the difference (including service drops and meters) between FPL's estimated cost to provide the standard service and the estimated cost of the nonstandard service requested by the Customer.

25-6.093 Information to Customers.

(1) Each utility shall, upon request of any customer, give such information and assistance as is reasonable, in order that the customer may secure safe and efficient service. Upon request, the utility shall provide any customer information as to the method of reading meters and the derivation of billing therefrom, the billing cycle and approximate date of monthly meter reading.

(2) Upon request of any customer, the utility is required to provide to the customer a copy and explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer in obtaining the rate schedule which is most advantageous to the customer's requirements.

(3)(a) By bill insert or other appropriate means of communication, the utility shall give to each of its customers a summary of major rate schedules which are available to the class of which that customer is a member, and

(b) The utility shall provide the information contained in paragraph (a) to all its customers:

1. Not later than 60 days after the commencement of service, and
2. Not less frequently than once each year, and
3. Not later than 60 days after the utility has received approval of its new rate schedule applicable to such customer.

25-6.095 Initiation of Service.

(1) Anyone desiring service may be required to make application in writing in accordance with practices prescribed by the utility. Such application shall be considered as notice to utility that the applicant desires service and an expression of his willingness to conform to such reasonable rules and regulations regarding service as are in effect.

(2) Upon compliance by the applicant with the provisions governing utility service, the utility shall undertake to initiate service without unreasonable delay. To be effective, the policy adopted by each utility for the initiation of service shall have uniform application and shall be set forth in its filed tariff.

(3) When service is initiated, the utility may charge a reasonable fee to defray the cost of establishing service provided such charge is specified in its filed tariff.

(continued)

Mr. Forsman,

Thanks for taking the time to review my case. I think that you made a really good attempt to cover the history of my correspondence with FPL and the PSC, but unfortunately you left out 90% of my main argument. I'm sorry that I have to keep repeating myself to various people without relief being obtained as well.

My main argument is quite simple. The quote does not hold up to any scrutiny whatsoever. Florida law clearly requires the utility to provide service in a reliable and efficient manner upon application. When I originally applied for service on approx May 15th, I was told that the shortest route had been taken to the home. I questioned the quote repeatedly and was still ensured the shortest route had been taken. I discovered 84 days later that in fact, the shortest route had not been taken which costs me lack of service, loss of time, hassle and financial consequences. How would other homes feel if they went without power for 84 days due to internal errors at a utility company? Should the home be discriminated against with slow service since it is the sole home in the subdivision? Discrimination is another violation of the law and PSC and FPL employees keep bringing up the fact that the home is the only home in the area.

Obviously, I was going to complete my diligence before committing to a \$60k project and ultimately, the quote did not hold up to any scrutiny which has caused unreliable and thus inefficient service. The PSC really should of picked up on the shortest distance from point A to B given vast resources of engineer review, and FPL should of as well since they are obligated and trained to do so. One of the PSC questions during the initial review asked where the closest facility was located. To add insult to injury, I hired a consultant after the error was discovered and requested more transparency within the quote. FPL has failed to clearly demonstrate that the quote is fair. The main part of the consultants request for detail was omitted from FPL's response. So I have two problems 1) the error within the original quote clearly violates Florida law for providing reliable and efficient service and 2) The Florida law requires the utility to demonstrate that the charges are fair which they have failed to do in my opinion. How can I be expected to remit payment for a \$60K project if they won't offer me the full detail including labor, material and specific costs? I could not have paid for service if I had wanted to because lacks of transparency within the quote just wouldn't make sense for me. Also, if I had paid the original quote, I would of overpaid by approx. \$14k! In the end, the quote has not held up to questioning in anyway and details have still not even been provided. If details are provided, I'm confident additional flaws will be present. I don't wish to have to wait any longer though. Florida law is clearly in violation in my case. I will be sending you more info soon to help you better determine a stance on this matter. Please note that the PSC employees rarely replied to my emails in a meaningful way or at all, and only recited the previous conclusion of my original case in which the PSC did not pick up on errors within the quote. Let's keep in mind as well that the PSC is supposed to help protect public interest. Given the vast resources available to the PSC and FPL, I had relied on dependable people to help me receive timely service and keep costs down, but I have been let down. Please view the below correspondence as well.

I truly hope that you will reconsider.

Regards,

Brian J. Ricca

A few additional notes on your letter to me: Sorry, but your letter is full of biases and inaccurate info. Your letter is just another example of rush orders to complete a review. I would appreciate if you spare me the need to appeal further. The law is not negotiable in my case. I could NOT have paid the quote if I wanted to because it did not hold up to scrutiny. In addition, full transparency was not provided BEFORE or AFTER the error was found and more details were requested as required by law. I am being denied service due to internal errors. I can't pay the quote amongst errors and don't want to risk losing more time. Please make the recommendation that FPL run the line without charge and further delay! The costs are excessive, have failed to be demonstrated and I have had to suffer the consequences. In the end, FPL will most likely submit a work order and won't even know that the line has been constructed regardless of who pays the costs. The problem is isolated to this one local office. The main headquarters are probably not even concerned with the matter. Why are you working against me on this case when you are supposed to protect public interest?

The initial review by the PSC did not pick up on errors within the original quote. The utility company is clearly required to provide reliable and efficient service upon application for new service. Errors within the quote were discovered after the initial review and thus the review was inadequate. Any reference to the initial review does not hold any weight with me given the flaws. There was in fact an 84 day delay of service caused by the error within the original quote as of AUGUST 5th. Two additional months have since passed. I don't see how the law is debatable in this case. The law is the law is the law. (366.03 General duties of public utility.—Each public utility shall furnish to each person applying therefor reasonably sufficient, adequate, and efficient service upon terms as required by the commission.)

According to Florida Law:

No electric utility may collect impact fees designed to recover capital costs in initiating new service unless the utility can demonstrate and the

commission finds that such fees are fair, just, and reasonable.

In addition, the following part of my consultants questions were not provided and this has caused additional loss of time. The utility never cited competition concerns in their initial response. The utility company simply omitted the questions that they could not answer.

Specifically, I have been asked to review the source and components of the CIAC estimate. To that end can you please provide me with the proposed build sheet detailing each component of cost (that is, each component of material, labor - both rate and hours - and overhead cost) that FPL has included in its cost estimate as well as the source (how each cost component was derived) of such costs.

In your letter to me, you mention that this rule exempts underground and electrical service. The rule is exempting the company NOT being able to charge fees. The rule does not exempt the fact that the details have to be provided! How can anyone be expected to remit payment without knowing the costs? I don't see why I have to do all of this legwork when PSC staff and FPL employees are required to know the rules. You should be able to interpret that the above sentence does not exempt providing details!

You made reference to Mr. Plescow's review and mentioned that I did not provide any supporting documentation. This is not true! I provided a lot of email correspondence. In my opinion, Mr. Plescow did not do a very good job. If the first review did not pick up on errors, why would I confide in the second review without skepticism? The law was clearly stated to Mr Plescow, but for some odd reason, he neglected to do his job correctly in my opinion. Again, the law can't be changed without going through a court.

You reference that since my home is the only home in the development, I should be required to pay the fee without details being provided. Please do not discriminate against the home since it is the first built. If your house was without power for 84 days, I am sure you and your neighbors would be very upset.

I was ensured for 84 days that the shortest route had been taken. FPL is required to provide efficient and reliable service. You mentioned that in an attempt to reduce charges, FPL submitted an alternate proposal. No! FPL is required to do so. It was not just an attempt to reduce charges out of kindness, they have to provide timely service and do their job correctly! Ultimately, the quote has not held up to scrutiny and my request for details have been stone walled since the initial request for service. Thus, the service has been unreliable and inefficient. Again, there is no way that I could have been expected to pay a quote that contains lack of transparency and flaws. I don't see why I should have to be denied service any further. How many chances are we going to give FPL to provide reliable service? 84 days is more than sufficient to justify a recommendation for service without further charge and appeal in my opinion. Actually, we are going on 6 months now given the last review.

Sincerely,

Brian J. Ricca

Phone:727-656-5805

I have taken the time to include some email correspondence that supports my case of unreliable and inefficient service. Since the original date of approx. May 15th, when I requested a price to have the service ran, the company has stone walled my requests for transparency within the quote. Again, I was ensured for 84 days that the shortest route to the home had been taken. When I made requests to speak with supervisors, my requests were significantly delayed. When I made a request for transparency, the company did not provide the requested details of the quote. In addition, to the below documentation, there were verbal assurances of the shortest route being taken as well. Please disregard any reference to underground service because I am interested in overhead service at this time. The company response is first and then my questions are below.

From: "Cruz, Juan" <Juan.Cruz@fpl.com>

To: Brian J. Ricca <brianricca@yahoo.com>

Sent: Friday, May 17, 2013 5:30 PM

Subject: RE: 7556 Hampshire Circle

please note where the company clearly states that the original route was my only option and request to speak with a supervisor was NOT granted.

Brian, the supervisor for this area is fully aware of this house and what needs to be done to get power to it. Other individuals had already

spoken to him concerning the cost. Basically this is the only option of getting the FPL primary line to this house. Nothing has changed. I will speak to him next week and if he has anything new to say about this location, I will let you know.

Thanks,

Juan

-----Original Message-----

From: Brian J. Ricca [mailto:brianricca@yahoo.com]

Sent: Friday, May 17, 2013 4:09 PM

To: Cruz, Juan

Subject: RE: 7556 Hampshire Circle

Okay, thanks again. Would you please send me the contact info for a supervisor, however, I would just like to discuss details and options with the main supervisor for this area. You have been a big help though.

---

From: Cruz, Juan

May 13, 2013

To: brianricca@yahoo.com

Brian, per your request, I am emailing you the present cost estimate for getting primary power out to the house at the above address. If you decide to move forward with having this job done, please submit the attached application at least 12 weeks in advance of when you will need power.

Cost Estimate: \$60,000

Thanks,

Juan Cruz

---

Jul 25

~~note: the below request for more detail was simply not given. The below info is the same information that the PSC reviewed.~~

Brian,

I received your voice mail today, I am working in the Ft Myers office today and on vacation tomorrow. Below is the breakdown of costs that I have, most of which you have already seen.

This is binding cost estimate, valid for 6 months.

\$44,018.00 Capital - (36 down guys and 18 anchors, 24 poles, 4,132 feet of single phase OH primary conductor and labor to install all needed equipment)

\$14,233.00 Engineering & Overhead

\$ 223.00 O&M

\$ 1,239.00 Plant - (1 single phase transformer)

\$59,713.00 Total estimated construction cost

\$ -4,387.41 Estimated Annual Revenue (EAR) for four years

\$55,325.59 Total Contribution In Aid of Construction (CIAC) costs

Please let me know if you have any questions.

Thank you,

Jeffrey Houhoulis

-----Forwarded message-----

From: brianricca@yahoo.com

To: Jeffrey.Houhoulis@fpl.com

Sent: Thu, Jul 25, 2013 1:47 PM EDT

Subject: 7556 Hampshire Circle

Jeff,

Thanks for the follow-up. I had misplaced your email but wanted to respond. Is there anyway that you could send me a more detailed break down of costs involved with original quote? I am still having a hard time imagining how the costs could run so high.

Even if there are 25 poles involved, how much could each pole costs? Maybe \$100 each? I see railroad ties being sold for \$20 each and utility poles are probably 5 x's larger. I realize that copper or other wiring can be expensive but the price can't be more than \$4-5k. In my opinion, the fpl contractors must be well-trained in constructing new power lines and probably do the work every day. Even with a 10 person crew, labor should not exceed \$4-5k. Engineering costs should be minimal since this type of work is done every day. In addition, the mentioned equipment any other equipment/costs are most likely common items for FPL and acquired in bulk pricing. I would imagine most of the equipment, material and labor costs are pretty much every day items for your company with trained individuals who do the work and use materials commonly.

I don't mean to doubt you but would appreciate a more detailed breakdown of costs in writing. I know that you mentioned the quote is computer generated. I believe that the materials used may be accurate; however, the pricing just doesn't line up. Also, you mentioned that fpl does not make money off of the work but costs seem excessive nonetheless.

My concern is that the home has been vandalized over and over again due to lack of power. I purchased the home for a very discounted price given issues. There are several other issues existent at the home though. The home requires up to \$50k in rehab due to vandalism. The price to run the power would not leave me any equity in the home and send it under water actually. The home has sat for a long time due to these mentioned issues. Solar power could be an option but most homes that use solar are still grid-connected and costs are still expensive... there are maintenance and practicality issues as well. Overall, I am unable to complete my normal work at home without power and any other owner would have the same problem. In my opinion, the home deserves to have service in a timely manner without excessive costs. The lack of power to the area affects FPL, the property owners, and the City of North Port, all of whom could benefit from the service.

Finally, I'm confident that the sub-division will have new construction completed within a reasonable time of your company providing power. Is new construction guaranteed? No, but isn't the investment of infrastructure and general expansion at the core of your company's business and an asset to the company? I hope that FPL and PSC will be able to help me and that the line will be provided in a timely manner, preferably without any costs. At the minimum, I hope that PSC will be able to convince FPL to reduce quote to under \$5k. I hope that your company can get together and decide to make an exception to costs in a timely manner. I feel that any addition to power in the area is a big asset to FPL.

From: "Houhoulis, Jeffrey" <Jeffrey.Houhoulis@fpl.com>

To: Brian J. Ricca <brianricca@yahoo.com>

Cc: "Diez, David E" <David.E.Diez@fpl.com>

Sent: Monday, August 5, 2013 12:55 PM

Subject: RE: Breakdown of Cost for power line extension

Note: Aug 5th which is approx 84 days later. The company finally acknowledges that the shortest route was NOT taken to the home after all of the time of telling me otherwise. How can this possibly be considered reliable and inefficient service?

Brian,

Based on the information you provided below, I took another look at our proposed power line route and re-designed it using Hamerton Rd to Hampshire Cir (the green route on the map you provided). The total distance came out to be 3,136 feet, considerably shorter than the original Hampshire Cir route. In order to go underground you would need to obtain the permits from the City of North Port and a 10' easement from every lot owner along the proposed underground route and a certified as-built survey of the cable route. Underground power lines are installed on private property and not in the Right of Way like an overhead power line. I inventoried both an overhead job and an underground job to help you make your decision. In reference to the underground job, FPL provides credits to customers for trenching and installing FPL provided PVC per the existing Underground Tariff filed with the FPSC, there is also no Estimated Annual Revenue provided for Underground. The costs below are for each;

Cost of Underground, 3,136';

\$44,130.33

-\$12,324.48 (credits for trenching and installing PVC issued after FPL pulls the cable)

= \$31,850.85 Total customer cost due to FPL

Cost of Overhead along the new route 3,136', 20 poles, 12 down guys and anchors;

\$45,093.57

-\$4,387.41 (estimated annual revenue)

= \$40,706.16 Total customer cost due to FPL

The prorated line extension policy still applies. FPL expects 2 additional customers to build homes within the three year period from the time the line is energized, if that happens FPL would collect 2/3 of the initial cost and make a refund to you in that amount. Please let me know if you have any additional questions.

---

Please note that the most important part of the consultants questions for transparency were simply omitted from the response. The part that was left out is in red. Generally, the answers were vague and did not include the requested detail.

Dear Mr. Houhous:

I have been employed by Mr. Ricca to review FPL's cost estimates and policies regarding the company's request for a Contribution In Aid of Construction (CIAC) for the proposed line extension to Hampshire Circle, City of North Port, Florida.

Candidly, the overall average cost per foot that Mr. Ricca has been quoted seems excessive in my experience as does the "engineering and overhead" component of the estimate. Nevertheless, we wish to understand how the estimate was derived and its composition before deciding to go forward.

Specifically, I have been asked to review the source and components of the CIAC estimate. To that end can you please provide me with the proposed build sheet detailing each component of cost (that is, each component of material, labor - both rate and hours - and overhead cost) that FPL has included in its cost estimate as well as the source (how each cost component was derived) of such costs.

In addition:

1. Will the proposed line extension be constructed by FPL company crews or is the estimate based on employing contract crews (and thus based on contract labor costs)?
2. Is any of the work proposed to be performed on an overtime basis?
3. The number of engineering hours included in the cost estimate?
4. Are all new services charged for the transformer or is this charge unique to CIAC work orders?
5. The derivation of the estimated annual revenue the new service will generate?

We would very much appreciate a timely response to this request. Thank you in advance for your consideration of this request.

Sincerely,

/s/William N. D'Onofrio, CPA

William N. D'Onofrio, CPA

Principal Consultant

D'Onofrio & Associates, LLC

Cell: 614.634.0220

Messrs. D'Onofrio/Ricca –

See FPL's responses (below in red) to your questions. Additionally, as previously explained to Mr. Ricca, Rule 25-6.064(6)(a) and (6)(b), Florida Administrative Code, provide customers additional rights and protection that could result in adjustment or true-up of the CIAC initially paid. Section (6)(a) provides the ability for a customer to request a true-up of the CIAC to reflect the actual cost of construction as well as the actual base revenues received. Please note that the true-up request must be made within 12 months following the in-service date of the new facilities. Section (6)(b) provides the opportunity for the proration of CIAC, should additional customers be served by these new facilities within a 3-year period.

Note: A copy of this communication will be provided to the Florida Public Service Commission

Thank you,

Jeff Houhoulis

Engineering Lead

Toledo Blade Management Area

941-423-4850

From: William N. D'Onofrio, CPA [<mailto:bill@donofrioassociatesllc.com>]

Sent: Monday, September 30, 2013 11:40 AM

To: Houhoulis, Jeffrey

Cc: Brian J. Ricca; Diez, David E

Subject: Proposed CIAC For Ricca Residence

Importance: High

Dear Mr. Houhoulis:

I have been employed by Mr. Ricca to review FPL's cost estimates and policies regarding the company's request for a Contribution In Aid of Construction (CIAC) for the proposed line extension to Hampshire Circle, City of North Port, Florida.

Candidly, the overall average cost per foot that Mr. Ricca has been quoted seems excessive in my experience as does the "engineering and overhead" component of the estimate. Nevertheless, we wish to understand how the estimate was derived and its composition before deciding to go forward.

FPL utilizes its Work Management System (WMS) to develop its estimated work order job costs. Inputs and calculation within the system include the design, labor and material units required along with current labor and material rates/charges. Cost estimates and details that have been previously provided to Mr. Ricca are the same as the output/level of detail generated by WMS. As mentioned above, customers have the right to request a true-up of the CIAC based on actual charges incurred and base revenues received.

In addition:

1. Will the proposed line extension be constructed by FPL company crews or is the estimate based on employing contract crews (and thus based on contract labor costs)? Who will be performing this work is unknown at this time since (as is typical) FPL will assign resources (FPL vs. contractor) just prior to executing the work, based on projects/available resources at that that time. Labor costs included in FPL's estimates are based on current FPL labor rates.

2. Is any of the work proposed to be performed on an overtime basis? No. FPL's cost estimate includes no overtime rates/charges.

3. The number of engineering hours included in the cost estimate? Estimated engineering, supervision and overhead charges are determined/allocated to each job utilizing a historical relationship of the actual engineering, supervision and overhead charges allocated to the actual capital expenditures incurred for these types of projects.

4. Are all new services charged for the transformer or is this charge unique to CIAC work orders? Per Rule 25-6.046(2), electric utilities are to charge for all/total estimated overhead work order job costs, excluding the cost of the service drop and the meter.

5. The derivation of the estimated annual revenue the new service will generate? For CIAC purposes, FPL utilizes current electric base rates applied to the average historical electrical usage associated with the size (air conditioned square footage) of the customer's home or facility.

Sincerely,

/s/William N. D'Onofrio, CPA

William N. D'Onofrio, CPA

Principal Consultant

D'Onofrio & Associates, LLC

Cell: 614.634.0220

----- Forwarded Message -----

From: Brian J. Ricca <brianricca@yahoo.com>

To: Baldwyn English <BEnglish@PSC.STATE.FL.US>

Sent: Thursday, October 31, 2013 2:31 PM

Subject: Re: 7556 Hampshire Circle

No, the quote is for overhead service which I am applying for... underground is too much of a hassle so please ignore the underground part for now. below is my original email to you along with some more recent correspondence. I know it is a lot of info. At least you write me back, other PSC employees ignored emails and did not even give me an option to appeal. You can see how the situation can be frustrating when waiting for third parties who take their time, dont offer any relief whatsoever or dont respond at all. Add to the fact that FPL's quote has been inaccurate from the get-go. Please keep in mind that the PSC really should of picked up on the errors in the quote originally -that is their job right? FPL should of offered the shortest route as well since they have vast resources. Other peoples errors have cost me months of trouble and still no service .I knew that the quote was way too high from the beginning so I did my research. I originally requested a quote for service around May

15 of 2013. The basis of my complaint is that service has not been reliable and efficient due to the error in the quote and now I am concerned about more errors in the quote. In addition, FPL has failed to provide the requested detail which is costing me even more time- they are basically saying pay now, ask questions later or hope for a slight refund down the road.- the Florida law (366.03 General duties of public utility.—Each public utility shall furnish to each person applying therefor reasonably sufficient, adequate, and efficient service upon terms as required by the commission.) Thus , I am requesting the PSC ask FPL if they will run the line without costs and further appeal. I continue to wait for PSC review and not sure why faults have not been picked up. I shouldn't have to keep waiting, but I really appreciate your help. I'm losing my hope and faith in the system however. I feel powerless in more ways than one.

bill@donofrioassociatesllc.com

Oct 11

To: jplescow@psc.state.fl.us

John,

If I might I'd like to add some additional thoughts on the subject CIAC issue as it applies to the Ricca situation.

While the collection of a CIAC makes sense in most cases, the Ricca situation points out the flaws in the system as it is being applied by FPL.

First, as I recall my old utility days the CIAC concept was usually applied to developers. Developers would buy many acres of land and then expect local government and or utility companies to put in the infrastructure. The problem was that the lots and the infrastructure would potentially sit for years before generating tax revenue or operating income as the case might be. Thus the developer put all the risk on others and then reaped the profit as the lots were sold. Mr. Ricca is not a developer who will profit from the future use of the FPL line; he simply will enjoy utility service as any homeowner should expect.

Second, Mr. Ricca will not own acreage which will require an unreasonable extension of utility service. He has simply purchased a modest home that is close to the street.

Third, given the state of the Florida economy over the last seven or more years Mr. Ricca is in no position to gamble that the lots along the requested line extension will have homes built within the three year refund period in FPL's tariffs. If construction goes forward, however, FPL will own a distribution line with a 30 year life and will reap the benefits of the line extension, with no capital outlay or risk, in perpetuity.

Part of the problem with the Ricca case is that FPL is proposing to spread their overheads to this job as they would any other construction project that would be capitalized and included in rate base for recovery over a 30 year period. While one can appreciate that this is the "standard" accounting procedure the sheer magnitude of the overheads (more than \$14,000) makes the "cost" in the instant case appear excessive. The line was likely designed using software that took an FPL engineer less than an hour to program and run.

Notwithstanding the fact that the overheads are excessive in the instant case, as you can see from FPL's responses to the questions I posed to them the company is unwilling to share with Mr. Ricca the individual components of what makes up their estimate. I can tell you from experience that the work management system prices out each cost component that makes up the estimate - the poles, cross arms, conductor, etc. - why is the company stonewalling Mr. Ricca's request for those figures?

Finally, let me add that I am a board member of a cooperative electric utility in Union County Ohio. I asked our vice president of engineering what a line extension costs us; the answer was about \$7 per foot. While I fully appreciate that each company has its own cost structure to deal with, it appears unreasonable to me that a single phase distribution line in Florida should cost nearly twice as much as a similar line in Ohio.

I sincerely hope that staff can work with us to persuade FPL to reconsider its CIAC request in the instant case so Mr. Ricca can finally occupy the home he has purchased.

Sincerely,

William N. D'Onofrio, CPA

Principal Consultant

D'Onofrio & Associates, LLC

Sent from Windows Mail

From: Brian J. Ricca

Sent: Friday, October 11, 2013 11:16 AM

To: jplescow@psc.state.fl.us

Cc: bill@donofrioassociatesllc.com

Mr. Ricca,

I forwarded your email to Shonna in our Consumer Assistance Division with your request to continue the appeal process. Someone will contact you shortly about that. I am also looking into you any fast track options that may be available.

-BE

From: Ronald Brisé

Sent: Tuesday, October 08, 2013 10:01 AM

To: Baldwin English

Subject: FW: Complaint 1115382E - Ricca

From: Brian J. Ricca [<mailto:brianricca@yahoo.com>]

Sent: Friday, October 04, 2013 10:47 AM

To: Ronald Brisé

Cc: Eduardo Balbis; Braulio Baez; Dale Mailhot; Marshall Willis; tballinger@psc.state.fl.us; Curt Kiser

Subject: Complaint 1115382E - Ricca

Chairman,

My complaint with the Florida PSC has remained unresolved. The PSC has not picked up on errors within the original quote from FPL, which caused me loss of time and hassle. I have reason to believe other errors exist in the quote. Where else can relief for this issue be found if people don't do their jobs? Why would I pay a hefty fee for power when the original quote was wrong and there is no transparency in the quote? Why does my home have to remain without power because the PSC has delayed a decision pending an investigation, yet still not picked up on errors in the quote? Also, there is no compromising with FPL even though they are a monopoly in the area. The quote from FPL is ridiculous and they are essentially leaving me without power when it is their agreement to provide power. I am not sure why I should have to pay for the company's full expansion into new territories, when they are obligated to provide service. The CIAC is very conservative and upfront costs are very excessive. I would be surprised to see your office permit such excessive fees without any resolution. I would really appreciate if you request FPL to run power to the home without further request and charges. The home has been vandalized due to lack of power and security. I have been very patient waiting for resolution but the response has been very slow if at all. I can provide more detail upon your reply. Details are not being provided by FPL, as requested by my consultant because it would cause FPL to admit large omissions within the quote.

Can we somehow have the home powered until the quote can be agreed upon?

Please let me know. Awaiting your response.

From: "Houhoulis, Jeffrey" <[Jeffrey.Houhoulis@fpl.com](mailto:Jeffrey.Houhoulis@fpl.com)>

To: Brian J. Ricca <[brianricca@yahoo.com](mailto:brianricca@yahoo.com)>

Cc: "Diez, David E" <[David.E.Diez@fpl.com](mailto:David.E.Diez@fpl.com)>

Sent: Monday, August 5, 2013 12:55 PM

Subject: RE: Breakdown of Cost for power line extension

Brian,

Based on the information you provided below, I took another look at our proposed power line route and re-designed it using Hamerton Rd to Hampshire Cir (the green route on the map you provided). The total distance came out to be 3,136 feet, considerably shorter than the original Hampshire Cir route. In order to go underground you would need to obtain the permits from the City of North Port and a 10' easement from every lot owner along the proposed underground route and a certified as-built survey of the cable route. Underground power lines are installed on private property and not in the Right of Way like an overhead power line. I inventoried both an overhead job and an underground job to help you make your decision. In reference to the underground job, FPL provides credits to customers for trenching and installing FPL provided PVC per the existing Underground Tariff filed with the FPSC, there is also no Estimated Annual Revenue provided for Underground. The costs below are for each;

Cost of Underground, 3,136';

\$44,130.33

-\$12,324.48 (credits for trenching and installing PVC issued after FPL pulls the cable)

= \$31,850.85 Total customer cost due to FPL

Cost of Overhead along the new route 3,136', 20 poles, 12 down guys and anchors;

\$45,093.57

-\$4,387.41 (estimated annual revenue)

= \$40,706.16 Total customer cost due to FPL

The prorated line extension policy still applies. FPL expects 2 additional customers to build homes within the three year period from the time the line is energized, if that happens FPL would collect 2/3 of the initial cost and make a refund to you in that amount. Please let me know if you have any additional questions.

Thank you,

Jeff Houhoulis

From: Brian J. Ricca [<mailto:brianricca@yahoo.com>]

Sent: Sunday, August 04, 2013 1:49 PM

To: Houhoulis, Jeffrey

Cc: Diez, David E

Subject: Re: Breakdown of Cost for power line extension

Jeff,

I have attached a map of the routes and the linear footage on quote does not seem accurate. The quote shows approx 4100+ sq ft required. The red line on map is the quoted route and approx 3500 sq. ft. and the green line is a shorter route at less than 3100 sq. ft. I would definitely want to go with the shorter route. These measurements are approximate but the green line would mean at least a 25% savings for me. I would also like to receive the additional credit as well for future buildings. If I am correct, can you please send me an updated invoice? I realize that mistakes happen but the end result is the most important thing for me. Time is of the essence for me however. Finally, please let me know if I can use the boaring company to dig the trench and install the conduit. I look forward to your response and hope that I'm correct. Any reduction in costs is a huge plus for my planned budget.

Regards,

Brian Ricca

From: Patti Daniel <PDaniel@PSC.STATE.FL.US>

To: brianricca@yahoo.com

Cc: Lynne.Adams@fpl.com; Jim Dean <jdean@PSC.STATE.FL.US>; Rhonda Hicks <RHicks@PSC.STATE.FL.US>

Sent: Monday, July 29, 2013 9:49 AM

Subject: Complaint 1115382E - Ricca

Mr. Ricca,

Your complaint was forwarded to my office for additional review. The attached information was provided by FPL per my request.

It appears that FPL's proposed contribution in aid of construction (CIAC) costs to serve your property at 7556 Hampshire Circle, North Port, Florida are consistent with Rule 25-6.064, Florida Administrative Code, which provides the guidelines for determining the cost for new or upgraded facilities to be passed on to new customers.

Please note that should additional customers connect to the extension of the facilities within 3 years of the in-service date, you would be entitled to a refund of a portion of the cost of those facilities.

I hope this additional information is helpful to you. Please feel free to contact me if you have additional questions.

Sincerely,

Patti Daniel, Bureau Chief, Economic Impact and Rate Design

From: Adams, Lynne [<mailto:Lynne.Adams@fpl.com>]

Sent: Thursday, July 25, 2013 8:49 AM

To: Patti Daniel

Subject: 3-Day Response - 1115382E - Ricca

Patti,

Please find below, the FPL response to your follow-up questions regarding Mr. Ricca. Please contact me if you need additional information.

Thank you,

Lynne Adams

521-3904

On July 19, 2013, FPL received additional information from the FPSC related to the CIAC estimate provided to Mr. Ricca.

1. Do you have a map or legal description of Mr. Ricca's property?

See attachment which includes an aerial view and legal description; LOT 60 BLK 2165 of Mr. Ricca's property at 7556 Hampshire Cir, North Port., Fl. Attachment also includes the invoice for the binding estimate and three job prints which were provided to Mr. Ricca at his request.

2. Where is Mr. Ricca's property in relation to FPL's nearest facility?

See aerial view which shows Mr. Ricca's property, 7556 Hampshire Cir, North Port, FL., in relation to FPL's nearest facility highlighted blue line. The proposed power line route is highlighted in red.

FPL has a power line NW of this property on the other side of the canal; however, we were not able to obtain a permit from the City of North Port to cross the canal to serve this property. Mr. Ricca also contacted the City of North Port and his request for a permit to cross the canal to serve his property was denied.

3. Can you provide additional detail regarding the cost estimate provided to Mr. Ricca?

The binding estimate also includes 36 down guys and 18 anchors as noted in bold.

|              |  |
|--------------|--|
| \$44,018.00  | Capital - (36 down guys and 18 anchors, 24 poles, 4,132 feet of single phase OH primary conductor and labor to install all needed equipment) |
| \$14,233.00  | Engineering & Overhead   |
| \$ 223.00    | O&M  |
| \$ 1,239.00  | Plant - (1 single phase transformer)   |
| \$59,713.00  | Total estimated construction cost  |
| \$ -4,387.41 | Estimated Annual Revenue (EAR) for four years  |
| \$55,325.59  | Total Contribution In Aid of Construction (CIAC) costs   |

4. Is there the opportunity for any additional connections to the extension of facilities, such that the cost of the extension could either be pro rated or Mr. Ricca could potentially receive a credit if additional connections are made to the extension within 3 years, pursuant to Rule26-6.064(6)(b), F.A.C.? In accordance with F.A.C. Rule 25-6.064, Tariff Sheet 6.199 Sections:

11.1.2 CIAC True-Up An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in-service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base-

revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(continued)

FPL Engineering Lead, Mr. Jeff Houhoulis, discussed the CIAC True-Up option with Mr. Ricca; however, he did not want FPL to recalculate 1 year and possibly bill him additional CIAC, in the event that revenue is less than expected.

#### 11.1.3 Proration of CIAC

CIAC is proratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

Mr. Houhoulis estimated that two more homes may be built and served from these facilities within the three-year period. If these expected additional customers are served, each will pay to FPL a pro-rata share in the amount of \$ 18,441.86 [CIAC \$55,325.59 is divided by expected 3 customers in 3 years, including the first] and FPL will reimburse Mr. Ricca.

From: Patti Daniel

Sent: Friday, July 19, 2013 12:52 PM

To: 'Maria\_Gonzalez@fpl.com'

Subject: FW: 3-Day Response - 1115382E - Ricca

Ms. Gonzalez, Mr. Ricca's complaint has been referred to my office. Can you provide me with a little more information?

1. Do you have a map or legal description of Mr. Ricca's property?
2. Where is Mr. Ricca's property in relation to FPL's nearest facility?
3. Can you provide additional detail regarding the cost estimate provided to Mr. Ricca?
4. Is there the opportunity for any additional connections to the extension of facilities, such that the cost of the extension could either be pro rated or Mr. Ricca could potentially receive a credit if additional connections are made to the extension within 3 years, pursuant to Rule 26-6.064(6)(b), F.A.C.? Patti Daniel

From: Baldwyn English <BEnglish@PSC.STATE.FL.US>

To: Brian J. Ricca <brianricca@yahoo.com>

Sent: Thursday, October 31, 2013 1:23 PM

Subject: RE: 7556 Hampshire Circle

I just want to point out something to you Brian, here's what you highlighted and quoted:

No electric utility may collect impact fees designed to recover capital costs in initiating new service unless the utility can demonstrate and the commission finds that such fees are fair, just, and reasonable and are collected from the ultimate utility customer of record at such time as or after permanent electric service is provided. This prohibition shall not apply to underground electric distribution lines or line extension charges collected pursuant to approved tariffs. The last sentence is where you are "This prohibition shall not apply to underground electric distribution lines or line extension charges collected pursuant to approved tariffs." This line extension cost is collected pursuant to "approved tariffs" which do not fall under the part you highlighted. That's probably why this matter has been denied but I really don't know at this point. I just wanted to point this out to you that it is not as cut and dry as you think. -BE

^The rule is exempting the company NOT being able to charge fees. The rule does not exempt the fact that the details have to be provided! How can anyone be expected to remit payment without knowing the costs?

From: Brian J. Ricca [<mailto:brianricca@yahoo.com>]

Sent: Thursday, October 31, 2013 12:51 PM

To: Baldwyn English

Subject: Fw: 7556 Hampshire Circle

Baldwyn,

Please review the highlighted sections below. The PSC appears to have the right to request the line be ran based on the below info. I would really appreciate if you would simply ask FPL if they will waiver charge for the line based on the below info. I am hoping to have this issue resolved without further appeal. Here is my contact person at FPL if you would be so kind to simply request that the line be ran free of charge or ask them if they would have a problem doing so: "Houhouls, Jeffrey" Jeffrey.Houhouls@fpl.com The lead engineer told me verbally that he would like to be able to run the line without charge but the PSC must make the request. I don't see why any further appeal is necessary if you agree with me and the engineer will agree. I feel that we should at least try to make the request for electricity first.

From the get go, the costs to extend the power line for any one single home is excessive. The company is essentially asking me to pay for all of their fees to expand into new territories even after my home is powered. The costs of labor and materials are a lot considering this type of work is done almost daily by trained skill workers. If I had been the one to make a mistake within the original quote, I would be fine paying for it. Yet when the giant company makes a mistake, I still have to suffer the consequences. The fact remains that FPL made the mistake which caused

unreliable and inefficient service, it is unfortunate for them. It shouldn't be unfortunate for me. I didn't make the mistake. In addition, I'm not the one avoiding direct questions which cause further delay. If the quote was accurate and transparent, I would have the option to pay the fee and it would be my own fault or decision if I failed to make payment. In this case, the company is at fault and continues to violate Florida Statute which requires reliable and efficient service. The fact that the case must be further reviewed is hard to believe in itself. Inefficient service has been going on for 5 months and reliability has not been provided. It is more unfortunate for one person than a large entity.

Brian

----Forwarded message----

From: brianricca@yahoo.com

To: jplescow@psc.state.fl.us

Cc: brianricca@yahoo.com

Sent: Fri, Oct 11, 2013 2:07 PM EDT

Subject: Fw: 7556 Hampshire Circle

John,

Here is a link to the law and below are key points which appear to be reinforce my previous statements. I have also attached other documents. I would hope that you have these documents available to you already but have sent just in case.

<http://www.flsenate.gov/Laws/Statutes/2013/Chapter366/All>

366.03 General duties of public utility.—Each public utility shall furnish to each person applying therefor reasonably sufficient,

adequate, and efficient service upon terms as required by the

commission. No public utility shall be required to furnish electricity or gas for resale except that a public utility may be required to furnish gas for containerized resale. All rates and charges made, demanded, or received by any public utility for any service rendered, or to be rendered by it, and each rule and regulation of such public utility, shall be fair and reasonable. No public utility shall make or give any undue or unreasonable preference or advantage to any person or locality, or subject the same to any undue or

unreasonable prejudice or disadvantage in any respect.

History.—s. 3, ch. 26545, 1951; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 16, ch.

80-35; s. 2, ch. 81-318; ss. 1, 15, ch. 82-25; ss. 20, 22, ch. 89-292;

s. 4, ch. 91-429.

366.055 Availability of, and payment for, energy reserves.—(1) Energy reserves of all utilities in the Florida energy grid shall be available at all times to ensure that grid reliability and integrity are

maintained. The commission is authorized to take such action as is

necessary to assure compliance. However, prior commitments as to energy

use:

(a) In interstate commerce, as approved by the Federal Energy Regulatory Commission;

(b)Between one electric utility and another, which have been approved by the Federal Energy Regulatory Commission; or

(c)Between an electric utility which is a part of the energy grid created herein and another energy grid

shall not be abridged or altered except during an energy emergency as declared by the Governor and Cabinet.

(2)(a)When the energy produced by one electric utility is transferred to another or others through the energy grid and under

the powers granted by this section, the commission shall direct the

appropriate recipient utility or utilities to reimburse the producing utility in accordance with the latest wholesale electric rates approved for the producing utility by the Federal Energy Regulatory Commission for such purposes.

(b)Any utility which provides a portion of those transmission facilities involved in the transfer of energy from a producing utility to a recipient utility or utilities shall be entitled to receive an appropriate reimbursement

commensurate with the transmission facilities and services provided.

However, no utility shall be required to sell purchased power to a recipient utility or utilities at a rate lower than the rate at which the power is purchased from a producing utility.

(3)To assure efficient and reliable operation of a state energy grid, the commission shall have the power to require any electric utility to transmit electrical energy over its transmission lines from one utility to another or as a part of the total energy supply of the entire grid, subject to the provisions hereof.

History.—s. 3, ch. 74-196; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 6, 16, ch.

80-35; s. 2, ch. 81-318; ss. 20, 22, ch. 89-292; s. 4, ch. 91-429.

)In fixing the just, reasonable, and compensatory rates, charges, fares,

tolls, or rentals to be observed and charged for service within the

state by any and all public utilities under its jurisdiction, the

commission is authorized to give consideration, among other things, to

the efficiency, sufficiency, and adequacy of the facilities provided and the services rendered; the cost of providing such service and the value of such service to the public; the ability of the utility to improve such service and facilities; and energy conservation and the efficient use of alternative energy resources; provided that no public utility shall be denied a reasonable rate of return upon its rate base in any

order entered pursuant to such proceedings. In its consideration

thereof, the commission shall have authority, and it shall be the

commission's duty, to hear service complaints, if any, that may be

presented by subscribers and the public during any proceedings involving such rates, charges, fares, tolls, or rentals; however, no service

complaints shall be taken up or considered by the commission at any

proceedings involving rates, charges, fares, tolls, or rentals unless

the utility has been given at least 30

days' written notice thereof, and any proceeding may be extended, prior

to final determination, for such period; further, no order hereunder

shall be made effective until a reasonable time has been given the utility involved to correct the cause of service complaints, considering the factor of growth in the community and availability of necessary equipment.

(2)The power and authority herein conferred upon the commission shall not cancel or amend any existing punitive powers of the commission but shall be supplementary thereto and shall be construed liberally to further the legislative intent that adequate service be rendered by public utilities in the state in consideration for the rates, charges, fares, tolls, and rentals fixed by said commission and observed by said utilities under its jurisdiction.

(3)The term "public utility" as used herein means all persons or corporations which the commission has the authority, power, and duty to regulate for the purpose of fixing rates and charges for services rendered and requiring the rendition of adequate service.