

December 14, 2000

Charles A. Guyton
850.222.3423

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399-0850

By Hand Delivery

601792-E1

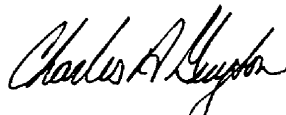
**Re: Petition of Florida Power & Light Company
to Limit Availability of its Recreational Lighting Service**

Dear Ms. Bayó:

Enclosed for filing on behalf of Florida Power & Light Company (FPL) are the original and fifteen (15) copies of the Petition of Florida Power & Light Company to Limit Availability of its Recreational Lighting Service. Please note that attached to the petition as Appendix A are the following tariff sheets: First Revised Sheet No. 8.743, Fourth Revised Sheet No. 9.130 (in both legislative and final format).

If you or your Staff have any questions regarding this filing, please contact me at 222-2300.

Very truly yours,



Charles A. Guyton

CAG/ld
Enclosure
TAL_1998/36544-1

DOCUMENT NUMBER-DATE

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In Re: Petition of Florida Power & Light)
Company To Limit Availability Of Its)
Recreational Lighting Service)**

Docket No.

Filed: December 14, 2000

**PETITION OF FLORIDA POWER & LIGHT
COMPANY TO LIMIT AVAILABILITY OF ITS
RECREATIONAL LIGHTING SERVICE**

Florida Power & Light Company ("FPL"), pursuant to Sections 366.06, Florida Statutes (2000), hereby petitions the Florida Public Service Commission ("Commission") to limit the availability of FPL's Recreational Lighting Service by approving the tariff sheets (First Revised Sheet No. 8.743, Fourth Revised Sheet No. 9.130) attached as Appendix A to this petition. In support of its petition, FPL states:

1. FPL is an investor owned electric utility regulated by the Commission pursuant to Chapter 366, Florida Statutes. FPL is subject to the Commission's jurisdiction under Chapter 366, Florida Statutes, to establish just and reasonable rates for public utilities. This petition involves the establishment of a just and reasonable rate and agreement for recreational lighting service to be provided by FPL; therefore, FPL is substantially affected.

2. FPL's address is 9250 West Flagler Street, Miami, FL 33174. Correspondence, notices, orders and other documents concerning this Petition should be sent to:

Charles A. Guyton
Steel Hector & Davis
Suite 601
215 South Monroe Street
Tallahassee, FL 32301

William G. Walker, III
Vice President, Regulatory Affairs
Florida Power & Light Company
9250 West Flagler Street
Miami, FL 33174

3. FPL has offered recreational lighting service under its Recreational Lighting Rate Schedule, Tariff Sheet Nos. 8.743 and 8.744, and its Recreational Lighting Agreement, Tariff Sheet Nos. 9.130, 9.131, 9.132 and 9.133, since 1998. The Recreational Lighting Rate Schedule and Agreement were approved by the Commission in Order No. PSC-98-0260- FOF-EI (February 9, 1998). Under FPL's Recreational Lighting Rate Schedule and Agreement, FPL offers construction and maintenance of recreational lighting facilities. There are entities other than FPL who provide the services of construction and maintenance of recreational lighting facilities.

4. Having offered recreational lighting service under the existing tariff for almost three years, FPL desires to discontinue offering to new customers the option of constructing and maintaining recreational lighting facilities. This is an optional service that customers are not required to take, and FPL's discontinuance of this optional service will not leave customers without other entities that perform this service. Thus, FPL has submitted revisions to Tariff Sheet Nos. 8.743 and 9.130 that discontinue the option of FPL providing construction and maintenance of recreational lighting facilities for new customers beyond the date the Commission approves the tariff revisions. Copies of First Revised Sheet No. 8.743 and Fourth Revised Sheet No. 9.130, in both legislative and final format, are attached as Appendix A.

5. Currently, FPL has one (1) customer that has requested service under FPL's Recreational Lighting Rate Schedule and that has executed the Recreational Lighting Agreement. FPL is in the process of constructing facilities for this customer. Because this customer selected FPL for that provision of service, FPL is not proposing to withdraw its recreational lighting tariff sheets completely. Instead, FPL proposes to continue to provide the service of maintaining recreational

lighting facilities for this customer who is already taking such service and simply close this optional service to additional customers.

6. By means of this petition, FPL asks that the Commission close FPL's Recreational Lighting Rate Schedule and Agreement to any new customers by approving First Revised Tariff Sheet No. 8.743 and Fourth Revised Sheet No. 9.130.

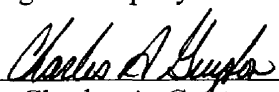
7. FPL is not aware of any disputed issues of fact. This petition is not in response to a prior agency decision, so FPL cannot state when and how it "received notice of the agency decision." The Commission should approve the tariff sheet revisions attached as Appendix A and permit FPL to discontinue providing recreational lighting facility construction and maintenance service to new customers as of the date the Commission takes action on this petition. FPL is entitled to relief pursuant to Section 366.06, Florida Statutes (2000).

WHEREFORE, FPL respectfully petitions the Commission to approve First Revised Sheet No. 8.743 and Fourth Revised Sheet No. 9.130 filed as Appendix A and limit the availability of recreational lighting facility construction and maintenance on FPL's system to the customer already taking this optional service under the Recreational Lighting Rate Schedule and Agreement as of the date the Commission takes action on this petition.

Respectfully submitted,

Steel Hector & Davis LLP
Suite 601, 215 S. Monroe St.
Tallahassee, FL 32301

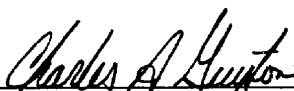
Attorneys for Florida Power
& Light Company

By: 
Charles A. Goyton

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Petition Of Florida Power & Light Company To Limit Availability Of Its Recreational Lighting Rate Service was mailed this 14th day of December, 2000 to the following:

Jack Shreve, Esquire
John Roger Howe, Esquire.
Office of Public Counsel
111 West Madison Street
Room 812
Tallahassee, Florida 32399-1400



Charles A. Goyton

TAL_1998/35879-1

APPENDIX A

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer has the option to pay for the facilities in a lump sum in advance of construction in lieu of a monthly facilities charge. Should the Customer choose this method of payment, the amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1605. The Customer may also elect to pay a monthly rate for these facilities for a period of (10) ten or (20) twenty years. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

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FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____ (hereinafter called the Customer), requests on this _____, day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of recreational lighting facilities at (general boundaries): located in _____, Florida. This agreement is available and applicable only for customers, who, as of January 16, 2001, were either taking service under the Recreational Lighting Rate Schedule or had fully executed this agreement with FPL.

(city/county)

- (a) Installation and/or removal of FPL-owned facilities described as follows:
See Attachment

- (b) Modification to existing facilities other than described above (explain fully):

Total work order cost \$ _____.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the recreational lighting facilities described and identified above (hereinafter called the Recreational Lighting System), furnish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Recreational Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Recreational Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.131)

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____ (hereinafter called the Customer), requests on this _____, day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of recreational lighting facilities at (general boundaries): located in _____, Florida. This agreement is available and applicable only for customers, who, as of January 16, 2001 were either taking service under the Recreational Lighting Rate Schedule or had fully executed this agreement with FPL.

- (a) Installation and/or removal of FPL-owned facilities described as follows:
See Attachment

- (b) Modification to existing facilities other than described above (explain fully):

Total work order cost \$ _____.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the recreational lighting facilities described and identified above (hereinafter called the Recreational Lighting System), furnish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Recreational Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Recreational Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.131)