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Writer's Direct Dial:
 (561) 691-7101

April 4, 2003

VIA HAND DELIVERY

Ms. Blanca S. Bayó, Director
 Division of the Commission Clerk and
 Administrative Services
 Florida Public Service Commission
 Betty Easley Conference Center, Room 110
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

030315 - E1

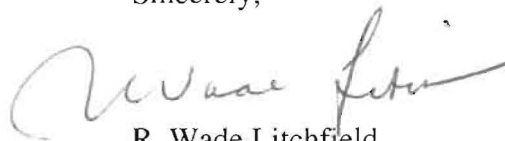
**Re: Florida Power & Light Company's Petition for Approval of an
 Experimental Program Expanding Optional Budget Billing to GS-1
 Rate Customers**

Dear Ms. Bayó:

Enclosed herewith for filing are the original and fifteen (15) copies of Florida Power & Light Company's Petition for Approval of an Experimental Program Expanding Optional Budget Billing to GS-1 Rate Customers.

Please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning same to me. Also included herewith is a computer diskette containing FPL's Petition in Microsoft Word. Should you have any questions regarding this filing, please contact me at (561) 691-7101.

Sincerely,



R. Wade Litchfield

RWL/ec
 Enclosures

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FPSC-COMMISSION CLERK

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's) Docket No. 030315-E1
Petition for Approval of an Experimental)
Program Expanding Optional Budget)
Billing to GS-1 Rate Customers) Date Filed: April 4, 2003

**FLORIDA POWER & LIGHT COMPANY'S
PETITION FOR APPROVAL OF AN EXPERIMENTAL PROGRAM
EXPANDING OPTIONAL BUDGET BILLING TO GS-1 RATE CUSTOMERS**

NOW BEFORE THIS COMMISSION, through undersigned Counsel, comes Florida Power & Light Company ("FPL") and, pursuant to Section 120.542, Florida Statutes (2002), hereby requests approval of an experimental program to expand the optional budget billing program to GS-1 Rate Customers. In support of its Petition, FPL states as follows:

1. FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission ("Commission") under Chapter 366 of the Florida Statutes. FPL's General Offices are located at 9250 West Flagler Street, Miami, FL 33174.

2. Any pleading, motion, notice, order or other document required to be served upon the petitioner or filed by any party to this proceeding should be served upon the following individuals:

William G. Walker, III
Vice President
Florida Power & Light Company
215 South Monroe Street
Suite 810
Tallahassee, FL 32301-1859
(850) 521-3910
(850) 521-3939 (telecopier)

R. Wade Litchfield
Senior Attorney
Florida Power & Light Company
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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

3. To effect the expansion of the budget billing program on an experimental basis to customers served under the GS-1 rate, FPL seeks approval of Fifteenth Revised Sheet No. 6.050 and Original Sheet No. 6.052, included herewith as Composite Exhibit "A." Fifteenth Revised Sheet No. 6.050 is provided in both clean and redline versions.

4. The Commission approved FPL's existing budget billing program for customers taking service under the RS-1 rate (the "Residential Budget Billing Program" or "Residential Program"), by its Order No. PSC-93-0452-FOF-EI, dated March 24, 1993 in Docket No. 930203-EI. FPL is not proposing any changes to the Residential Program.¹ FPL seeks to test the merits of expanding the budget billing option to customers served under the GS-1 rate. Specifically, through the Pilot, FPL will assess acceptance among GS-1 customers and the impact, if any, on GS-1 customer write-offs.²

5. The Pilot Program will operate in the same manner as the Residential Program in all but one respect. In contrast to the Residential Program, to be eligible to participate in the Pilot the customer must have received twelve consecutive months of GS-1 service at the service address. This requirement is necessary because of the potentially significant differences in billing history among GS-1 customers that change service addresses and among different customers at the same service address. Differences in usage among residential customers at the same service address and among different residences occupied by the same customer do not show as much variation.

¹ The description of the Residential Program has been moved from Sheet No. 6.050 to Original Sheet No. 6.052 and renumbered as section 7.14.1.

² The Commission previously has approved requests by Tampa Electric Company and Gulf Power Company to offer budget billing to their commercial customers. Order No. PSC-97-0265-FOF-EI, dated March 11, 1997; Order No. PSC-98-07470FOF-EI, dated May 29, 1998. FPL desires to test acceptance of the program and the impact on write-offs with FPL's GS-1 customers through a limited offering prior to fully expanding the program's availability.

6. The Pilot will begin on June 1, 2003 and will target participation of approximately 10,000 GS-1 customers. The Pilot will terminate on December 31, 2004, unless terminated earlier or extended by Order of the Commission.

7. Participation in the Pilot will be voluntary and on a first-come first-served basis; however, all participants must meet the eligibility requirements. Specifically, any GS-1 customer with a delinquent balance on its FPL account will be ineligible to participate in the Pilot. Further, a customer must have received electric service at the premise for twelve consecutive months to be eligible to participate.

8. Consistent with the Residential Program, a GS-1 customer who elects to participate in the Pilot will be billed monthly on a levelized basis. The levelized amount is determined by averaging the last twelve monthly billings for the premise, and applying the current GS-1 rate and appropriate adjustments. The difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by twelve. The levelized amount, plus the deferred balance adjustment, constitutes the current month's budget billing amount.

9. Participants in the Pilot will receive the following information on their monthly bill: current consumption and associated charges, the levelized or "budget bill" charge, and the cumulative deferred balance.

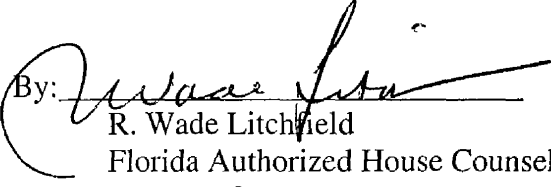
10. A customer may terminate participation in the program at any time, and may be terminated from the program by FPL if the customer becomes subject to collection action on the customer's service account. If a customer's participation in the program has terminated, he/she may not be reinstated into the program for twelve months following the date of termination. Upon termination of the Pilot, or termination of customer's participation in the Pilot for any reason, any amount in the deferred balance owed to FPL will be billed to the customer in the next billing cycle under the GS-1 rate. Further, any amount in the deferred balance owed to the customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the customer's future billings or returned upon request. Customers that transfer the location of their service account within FPL's service territory will have the debit or credit balance transferred to the new service address.

11. FPL will evaluate the success of the Pilot based on two criteria: the participation rates (i.e., the number customers that express an interest in participating in the program and the number of customers that in fact sign up for this option), and the impact on write-offs. FPL will report to the Commission staff regarding the success of the pilot based on these two criteria no later than the fourth quarter of 2004.

WHEREFORE, for the above and foregoing reasons, FPL respectfully requests that the Commission approve the proposed revision to Tariff Sheet Nos. 6.050 and 6.052

to expand the application of its current Residential Budget Billing Program to customers served under the GS-1 rate on an experimental basis.

Respectfully submitted,

By: 
R. Wade Litchfield
Florida Authorized House Counsel
Attorney for
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
(561) 691-7101
(561) 691-7135 Telecopier

Composite Exhibit “A”

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 6% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 6% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 7% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon.

7.12 Prorated Bill. The bill may be prorated if the billing period is for more or less than a full month. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.

7.14 Budget Billing.

7.14.1 Residential. Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS-1 rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS-1 rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service territory will have the debit or credit balance transferred to the new service address.

7.14.2 Non-residential (Pilot) This is an experimental Budget Billing Plan for service to customers that are under the GS-1 rate schedule ("Pilot"). The Pilot will begin on June 1, 2003 and will target participation of approximately 10,000 GS-1 Customers. Participation in the Pilot will be made available on a first come, first served basis subject to the terms of the Pilot and other provisions of the GS-1 rate schedule. This Pilot will terminate on December 31, 2004, unless extended or terminated earlier by order of the Florida Public Service Commission.

Only GS-1 Customers that have no delinquent balances and have been at the same location for 12 consecutive months with the Company will be eligible to participate and remain in the Pilot. Additionally, GS-1 Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate or remain in the Pilot.

A Customer may terminate participation in the Pilot at any time and may be terminated from the Pilot by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Pilot has terminated he/she may not rejoin the Pilot for twelve (12) months following the date of termination.

Under the Pilot, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS-1 rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Pilot will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance.

If the Customer's participation in the Pilot is terminated either at the request of the Customer or the Company, or as a result of termination of this Pilot any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service territory will have the debit or credit balance transferred to the new service address.

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6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

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