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RECORDS AND REPORTING

March 9, 1999

VIA HAND DELIVERY

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

990293-EI

Re: Petition for Approval of Revisions to Florida Power & Light Company's General Rules and Regulations Pertaining to Medically Essential Service


Dear Ms. Bayó:

I enclose and hand you herewith an original and fifteen (15) copies of Florida Power & Light Company's ("FPL") Petition for Approval of Revisions to FPL's General Rules and Regulations Pertaining to Medically Essential Service. Included as Exhibits to the Petition are the following tariff sheets (in legislative and final format):

- Sixth Revised Sheet No. 6.010;
- Original Sheet No. 6.011;
- Seventh Revised Sheet No. 6.001;
- Second Revised Sheet No. 9.930; and
- Second Revised Sheet No. 9.011.

Also enclosed is a diskette containing FPL's Petition in Word Perfect version 6/7/8 for Windows.

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE


00043 MAR-99

FPSC-RECORDS/REPORTING

Ms. Blanca S. Bayó
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Should you or your staff have any questions regarding this filing, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Wade Litchfield". The signature is fluid and cursive, with a large initial "R" and a distinct "L" at the end.

R. Wade Litchfield

RWL/bjw
Enclosures

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Revisions to)
Florida Power & Light Company's) DOCKET NO.
General Rules and Regulations)
Pertaining to Medically Essential Service) Filed: March 9, 1999

**PETITION FOR APPROVAL OF REVISIONS
TO FLORIDA POWER & LIGHT COMPANY'S
GENERAL RULES AND REGULATIONS
PERTAINING TO MEDICALLY ESSENTIAL SERVICE**

NOW BEFORE THIS COMMISSION, through undersigned counsel, comes Florida Power & Light Company ("FPL" or the "Company") and, for this its Petition for Approval of Revisions to FPL's General Rules and Regulations Pertaining to Medically Essential Service, states as follows:

1. FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission ("Commission") under Chapter 366, 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) 224-7517
(850) 224-7197 (telecopier)

R. Wade Litchfield
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
(561) 691-7101
(561) 691-7103 (telecopier)

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3. This Petition is filed pursuant to Rule 25-6.033 of the Florida Administrative Code, which requires that the Company maintain on file with the Commission as part of the Company's tariff copies of the rules and regulations governing the Company's relations with customers.

4. Pursuant to Rule 25-6.105(11) of the Florida Administrative Code, the Company is required to include as part of its tariff a procedure for the discontinuance of service when that service is medically essential ("MES Procedure"). FPL's current such procedure is outlined in section 1.65 of its General Rules and Regulations for Electric Service, appearing on the Fifth Revised Sheet No. 6.010 of the Company's tariff.

5. The Company wishes to more clearly delineate its MES Procedure, to revise the application form by which a customer may qualify as a "Medically Essential Service Customer," and to include therein the Physician's Certificate to be completed as part of the process.

6. Further, the Company wishes to make certain additions to its MES Procedure. Specifically, the Company wishes to provide Medically Essential Service Customers a limited extension of time for payment, beyond the date service would normally be subject to disconnection for non-payment of bills. In addition, the Company wishes to indicate that it will grant special consideration to Medically Essential Service Customers in the application of Rule 25-6.097(3) of the Florida Administrative Code.

7. The Company proposes the above-referenced changes in order to accommodate better the special and unique needs of a small number of residential customers who are determined to be Medically Essential Service Customers. The changes FPL proposes are as set

forth in new and/or revised tariff sheets referenced herein below and included herewith as Composite Exhibits 1 and 2.

8. FPL's proposed Sixth Revised Sheet No. 6.010, Original Sheet No. 6.011, and Seventh Revised Sheet No. 6.001 (Index of General Rules and Regulations for Electrical Service), in legislative and final format, are attached hereto as Composite Exhibit 1.

9. FPL's proposed Second Revised Sheet No. 9.930, and Second Revised Sheet No. 9.011 (Index of Standard Forms), in legislative and final format, are attached hereto as Composite Exhibit 2.

10. The Company's proposed changes do not effect any change in rates or charges and, thus, have no impact on the Company's gross annual revenues.

11. Following Commission approval of the above-referenced revisions to FPL's tariff, FPL intends to initiate a process by which customers currently identified in the Company's database as medically essential service customers would be contacted within the next twelve months for purposes of renewing their certification as Medically Essential Service Customers.

WHEREFORE, for the above and foregoing reasons, Florida Power & Light Company respectfully requests that the Commission grant this Petition for Approval of Revisions to FPL's General Rules and Regulations Pertaining to Medically Essential Service Petition, and that FPL's

tariff be modified in accordance herewith to include the new and/or revised tariff sheets attached hereto as Composite Exhibits 1 and 2.

Respectfully submitted



R. WADE LITCHFIELD
Florida Authorized House Counsel
Attorney For
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
(561) 691-7101

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Revisions to)	
Florida Power & Light Company's)	DOCKET NO.
General Rules and Regulations)	
Pertaining to Medically Essential Service)	Filed: March 9, 1999

EXHIBIT 1

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE
INTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and conditions under which Electric Service is supplied by the Company to the Customer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

1 SERVICE AGREEMENTS

1.1 Application for Service. Service may be obtained upon application in writing or by telephone. Usually all that is required is the service application, a form of identification acceptable to the Company, and the posting of a guarantee deposit.

1.2 Information Needed. To provide service promptly the Company will need the applicant's name, telephone number and address including the street, house number (or apartment number), or the name of the subdivision with lot and block numbers. The types of identification required upon application for service include a valid social security number, tax identification number, driver's license, birth certificate or any other form of identification acceptable to the Company. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.

1.3 Agreement. Service is furnished upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery. A copy of any written agreement accepted by the Company will be furnished to the applicant upon request.

1.4 Applications by Agents. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.

1.5 Prior Indebtedness. The Company may refuse or discontinue service for failure to settle, in full, all prior indebtedness incurred by any Customer(s) for the same class of service at any one or more locations of such Customer(s). The Company may also refuse service for prior indebtedness by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtedness occurred and the previous customer continues to occupy the premises.

1.6 Discontinuance of Service. Service may be discontinued for violation of the Company's rules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.

~~1.65 Life Sustaining Medical Equipment. A residential Customer who has electric-powered medical equipment at his/her service address which is necessary to sustain the life of or avoid serious medical complications requiring hospitalization of the Customer or another permanent resident at the service address may participate in the Company's Life Sustaining Medical Equipment Program. This Program provides for special protection against discontinuation of service for qualified Customers and for direct on-site contact with a Company customer service representative to render such assistance as may be consistent with the provisions of this tariff and suitable to the circumstances of the situation.~~

~~1.7 Reimbursement for Extra Expenses. The Customer may be required to reimburse the Company for all extra expenses incurred by the Company on account of violations of agreement or of the Company's Rules and Regulations by the Customer.~~

2 SUPPLY AND USE OF SERVICE

~~2.1 Service. Service includes all power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer. Thus, the maintenance by the Company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.~~

(Continued on Sheet No. 6.020 6.011)

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

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1.4 Applications by Agents. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.

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1.6 Discontinuance of Service. Service may be discontinued for violation of the Company's rules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.

(Continued on Sheet No. 6.011)

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 6.010)

1.65 Medically Essential Service. For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. If continuously operating, such equipment shall include but is not limited to the following: oxygen concentrator or a ventilator/respirator. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of service is medically essential, and shall be in the form of tariff sheet no. 9.930. The customer seeking designation as a Medically Essential Service Customer shall complete an application in the form of tariff sheet no. 9.930. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require such renewed certification no more frequently than once every 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for services provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25-6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of power outages. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

1.7 Reimbursement for Extra Expenses. The Customer may be required to reimburse the Company for all extra expenses incurred by the Company on account of violations of agreement or of the Company's Rules and Regulations by the Customer.

2 SUPPLY AND USE OF SERVICE

2.1 Service. Service includes all power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer. Thus, the maintenance by the Company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Revisions to)	
Florida Power & Light Company's)	DOCKET NO.
General Rules and Regulations)	
Pertaining to Medically Essential Service)	Filed: March 9, 1999

EXHIBIT 2

LIFE-SUSTAINING MEDICAL EQUIPMENT

DATE: _____
 NAME: _____
 ADDRESS _____ CITY,
 STATE, ZIP _____
 RE: ACCOUNT# _____

Dear Customer:

This letter serves as confirmation of a request to note the above referenced account with Life Sustaining Medical Equipment information. In order to complete your request, please complete the following form and attach a prescription or statement from the attending Physician stating the need for the equipment.

*****PLEASE PRINT CLEARLY*****

Customer Name: _____
 Service Address: _____
 City and Zip: _____
 Daytime Phone: _____ Social Security #: _____
 Name of Person Using Equipment: _____
 User's Physician: _____
 Physician's Address: _____
 Physician's City and Zip: _____
 Physician's Phone: _____
 Description of Equipment and Number of Hours Used Daily: _____

FPL has recognized my use of Life Sustaining Medical Equipment and has fully explained how my account will be handled with regard to any collection action due to non-payment of the bill. I understand that FPL does not guarantee uninterrupted service, and I will notify FPL when this equipment is no longer in use.

Customer Signature: _____ Date: _____
 Return this form to: _____, Attn: _____

Thank you for your prompt response.
 Sincerely,

FPL Energy Management Group

Medically Essential Service

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service Customer, Part A must be completed by the customer and Part B by the patient's physician and the entire form returned directly to FPL at the following address:

FPL, _____

*****PLEASE TYPE OR PRINT CLEARLY*****

Part A: CUSTOMER APPLICATION

Date: _____ FPL Account No.: _____
 Customer Name: _____ Social Security No.: _____
 Service Address: _____
 City, State, Zip: _____
 Daytime Area Code & Telephone Nos.: (____)____-____ and/or (____)____-____
 Name of Person Using Equipment: _____ User's Physician: _____

FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup equipment and/o. power and a planned course of action in the event of prolonged outages. I agree to notify FPL when this equipment is no longer in use.

Customer Signature: _____ Date: _____

Part B: PHYSICIAN'S CERTIFICATE

Physician's Name: _____ Physician's License #: _____
 Physician's Address: _____
 Physician's Area Code & Telephone Nos.: (____)____-____ and/or (____)____-____

I, _____, duly licensed and authorized to practice
 [Name of physician]
 medicine in the State of Florida, hereby certify that _____
 [Name of patient]
 who resides at _____

[Patient's place of residence]
 and who is under my care, relies upon continuously operating electric-powered medical equipment in order to sustain his/her life or to avoid serious medical complications requiring his/her immediate hospitalization. The continuously operating medical equipment upon which this patient relies is described as follows:

The patient uses this equipment _____ hours within each twenty-four (24) hour period. Following is why, in my opinion, this patient needs the continuous use of this equipment in order to sustain his/her life or to avoid serious medical complications requiring his/her immediate hospitalization:
 [Attach additional pages if necessary] _____

Physician's Signature

Date

This certificate shall be deemed valid for a period of twelve (12) months from the date the certificate is accepted by FPL for purposed of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed.

Issued by: **P. J. Evanson, President**
 Effective:

(Continued from Sheet No. 9.010)

	<u>Sheet No.</u>
Underground Conduit Installation Agreement	9.725
Long-Term Rental Agreement for Distribution Substation Facilities	9.730
Facilities Rental Agreement	9.750
Electric Service and Meter Socket Requirement	9.760
Easement (Individual)	9.770
Easement (Corporation)	9.775
Momentary Parallel Operation Interconnection Agreement	9.780
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