

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date 4/10/01

Docket No. 010443-E1

1. Division Name/Staff Name ECR/ E. Draper
2. OPR E. Draper
3. OCR \_\_\_\_\_
4. Suggested Docket Title Petition by Florida Power & Light for Wireless Internet Service (WIS-1) Rate and Service Agreement.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

FPL	

2. Interested Persons and their representatives (if any)


6. Check one:

- Documentation is attached.  
 Documentation will be provided with recommendation.



April 5, 2001

Ms. Connie Kummer, Chief  
Bureau of Electric Rates  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Dear Ms. Kummer:

Enclosed for your approval is the Wireless Internet Service (WIS-1) Rate and Service Agreement. This is a new electric service rate intended to address the needs of a new class of customers and to facilitate the development of wireless Internet technology in Florida. FPL estimates that 3,500 delivery points will qualify for this rate over the next three years. Electric revenues are anticipated to be approximately \$200,000 per year under this rate schedule. The tariff sheets comprising the WIS-1 Rate Schedule and Agreement are:

<u>Description</u>	<u>Sheet No.</u>
WIS-1 Rate Schedule	Original Sheet No. 8.120
WIS-1 Service Agreement	Original Sheet Nos. 9.740 and 9.741

Five copies of each tariff sheet in its final format are enclosed. If you have any questions, please call me at (305) 552-4519. Thank you for your assistance.

A handwritten signature in black ink, appearing to read 'Steve Romig', is written over a light blue horizontal line.

Steve Romig  
Director, Rates & Tariffs Department

Enclosure

WIRELESS INTERNET SERVICERATE SCHEDULE: WIS-1AVAILABLE:

In all territory served. Availability is limited to new delivery points taking service on or after January 1, 2001. FPL reserves the right to withdraw this rate schedule, and transfer any existing Customers to the otherwise applicable rate schedule, if the total annual energy under this rate schedule does not meet a minimum threshold of 360,000 kilowatt-hours (kwh) by June 30, 2004.

APPLICATION:

Unmetered electric service required for wireless internet devices with monthly energy usage of no more than 50 kwh. Rate is available to customers having a minimum of ten (10) internet device delivery points and who have executed a Wireless Internet Service Agreement with FPL. This is an optional rate available to general service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

## Non-Fuel Energy Charges:

Base Energy Charge	19.152¢ per kwh
Conservation Charge	Same as the GS-1 Rate Schedule; see Sheet No. 8.030
Capacity Payment Charge	Same as the GS-1 Rate Schedule; see Sheet No. 8.030
Environmental Charge	Same as the GS-1 Rate Schedule; see Sheet No. 8.030

## Additional Charges:

Fuel Charge	Same as the GS-1 Rate Schedule; see Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

TERM OF SERVICE:

Unless otherwise shortened by the withdrawal of this rate schedule or by the termination of service due to a Customer's violation of the Wireless Internet Service Agreement, the initial term of service is 30 days. To terminate service at the close of the initial term of service, either party must provide written notice to the other party prior to the expiration of the initial term of service. Absent such notice, the term of service shall automatically be extended another 30 days. Any such extended term of service may be shortened by (1) withdrawal of the rate schedule, or (2) the Customer's violation of the Wireless Service Agreement.

SPECIAL PROVISIONS.

Customer accounts under this rate schedule will be summary billed. Electric load usage of the wireless internet devices must be constant and predictable. The monthly kwh usage of the delivery point will be computed on the basis of the manufacturer's wattage rating of installed devices, as documented or adjusted in the Wireless Internet Service Agreement. The minimum monthly energy usage for billing purposes is 20 kwh per device. FPL reserves the right to meter sample points of the Customer's devices. The Customer shall provide adequate facilities for each meter installation and pay for the total meter installation costs incurred by the Company. The Company shall not meter more than one (1) percent of the Customer's devices per configuration type; however, in all cases, the Company will require at least one sample meter per Customer per device configuration type. The Company shall retain ownership of all metering equipment.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Issued by: P. J. Evanson, President

Effective:

WIRELESS INTERNET SERVICE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the Customer) located at \_\_\_\_\_, and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

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

1. The Company shall provide electric service pursuant to Rate Schedule WIS-1 marked as Exhibit "A" and made a part of this Agreement. Should Rate Schedule WIS-1 be withdrawn, service will be transferred to the otherwise applicable rate schedule.
2. Each wireless internet device must have a maximum monthly energy usage of no more than 50 kilowatt-hours (kwh). For each wireless internet device, the Customer shall provide on Exhibit "B" the following information: (a) location, (b) in service date, (c) manufacturer's wattage rating, and (d) hours and levels of operation.
3. For billing purposes, the minimum monthly energy charge for each device shall be the greater of 20 kwh or an estimate based upon the manufacturer's wattage rating and the hours and levels of operation. The Company reserves the right to meter sample points of the Customer's devices. The Customer shall provide adequate facilities for each meter installation and pay for the total meter installation costs incurred by the Company. The Company shall not meter more than one percent of the Customer's devices per configuration type; however, in all cases, the Company will require at least one sample meter per Customer per device configuration type. The Company shall retain ownership of all metering equipment.
4. The Customer is required to notify the Company by the 10<sup>th</sup> day of each month, using Exhibit "B", of the installation of all devices installed within the previous calendar month. Failure to provide the Company with this written notification shall constitute the Unauthorized Use of Energy under 25-6.104 of the Florida Administrative Code.
5. The Customer is required to notify the Company in writing at least 30 days prior to the removal or disconnection of any existing device(s). Until the expiration of the 30 days, the Customer shall be deemed to be taking service and shall be responsible for paying the monthly charges for each wireless internet device.
6. The Customer is required to notify the Company by the 10<sup>th</sup> of each month, using Exhibit "B", of the replacement within the previous calendar month of any device(s) that has different electrical consumption requirements. Upon notification, the Company reserves the right to request information, as may be required, to confirm the kwh usage of the replacement device(s). Failure to provide notice of replacement or to provide the information requested to verify the kwh of any replacement device(s) shall constitute the Unauthorized Use of Energy under 25-6.104 of the Florida Administrative Code.
7. In the event the Company's meter sampling described in paragraphs 3 and 6 above does not support the estimated kwh provided by the Customer in paragraph 2, the Company reserves the right to modify the Customer's estimated kwh with the kwh supported by the Company's meter sampling. However, no adjustment below 20 kwh per month may be made. If the sample metering indicates monthly energy usage in excess of 50 kwh per month, this Agreement shall be null and void, and service shall be rendered under the otherwise applicable rate starting in the month in which the higher level of usage occurs.
8. Service under this Agreement shall be terminated and the Customer transferred to the otherwise applicable retail rate if any of the terms and conditions of this Agreement are violated. Before terminating service under this Agreement and transferring the Customer to the otherwise applicable rate, the Company shall attempt to obtain the Customer's compliance by providing the Customer at least 5 working days' written notice of any service termination due to non-compliance. Such notice shall be separate and apart from any bill for service. For purposes of this Agreement "working day" means any day on which the utility's business office is open and the U.S. Mail is delivered.

(Continued on Sheet No. 9.741)

(Continued from Sheet No. 9.740)

- 9. Unless otherwise shortened by the withdrawal of this rate schedule or by the termination of service due to a Customer's violation of the Wireless Internet Service Agreement, the initial term of this Agreement is a minimum of 30 days. To terminate this Agreement at the close of the initial term, the Customer must provide the Company written notice prior to the expiration of the initial term. Absent such notice, the term of the Agreement shall automatically be extended another 30 days. Any such extended term of this Agreement may be shortened by (1) withdrawal of the rate schedule, or (2) the Customer's violation of the Wireless Service Agreement.
- 10. All terms and conditions of the Rate Schedule shall apply to the Customer.
- 11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company, with respect to the matters contained herein and, along with other applicable provisions of FPL's Tariff, constitutes the entire Agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.  
 Charges and Terms Accepted:

\_\_\_\_\_  
 Customer (Print or type name of Organization)

By: \_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 (Print or type name)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print or type name)

Title: \_\_\_\_\_