



Florida Power & Light Company, P. O. Box 14000, Juno Beach, FL 33408-0420  
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July 14, 2005

VIA UPS

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

050486-E1

Re: Petition of Florida Power & Light Company for Approval of an  
Optional Budget Billing Program for GS-1 Rate Customers

Dear Ms. Bayó:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") are an original and 22 copies of FPL's Petition for Approval of an Optional Budget Billing Program for GS-1 Rate Customers. Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me. I have enclosed a self-addressed stamped envelope for your convenience.

Also enclosed is a diskette containing FPL's Petition in Word.

Please contact me should you have any questions regarding this filing. Thank you for your assistance regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "Bryan S. Anderson".

Bryan S. Anderson

BSA:kn  
Enclosures

DOCUMENT NUMBER DATE

06667 JUL 14 '05

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Florida Power & Light Company's )      Docket No.  
Petition for Approval of a Permanent )  
Program Expanding Optional Budget )  
Billing to GS-1 Rate Customers )      Filed: July 14, 2005

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

Florida Power & Light Company ("FPL"), by and through its counsel, and pursuant to Sections 366.05(1) and 366.06, Florida Statutes (2004), respectfully requests that the Florida Public Service Commission (the "Commission") approve FPL's proposal to expand its optional budget billing program in order to provide an alternative method of billing for its GS-1 Rate customers. In support of this Petition, FPL states as follows:

1. FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission ("Commission") pursuant to Chapter 366 of the Florida Statutes. FPL's General Offices are located at 9250 West Flagler Street, Miami, FL 33174.
2. Pleadings, motions, notices, orders or other documents 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)

Bryan S. Anderson  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 304-5253  
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3. FPL wishes to make available a budget billing program on a permanent basis to its nonresidential customers served under the GS-1 Rate (the "GS-1 Program"). This proposal follows a successful GS-1 Rate budget billing Pilot Program (the "Pilot Program") previously

approved by the Commission and described below. In order to implement the GS-1 Program, FPL requests that the Commission approve its First Revised Sheet No. 6.052, attached as Exhibit A. First Revised Sheet No. 6.052 is provided in clean and redline versions.

4. During 1993 the Commission approved a budget billing program for FPL's customers receiving electric service under the RS-1 Rate (the "Residential Program") in 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. FPL now wishes to offer a similar budget billing choice, on a permanent basis, to customers served under its GS-1 Rate. The Commission previously approved requests by Tampa Electric Company and Gulf Power Company to offer budget billing to their non-residential customers in Order No. PSC-97-0265-FOF-EI, dated March 11, 1997 and Order No. PSC-98-07470-FOF-EI, dated May 29, 1998, respectively.

5. FPL is proposing the GS-1 Program after having completed a successful Pilot Program previously approved by the Commission in its Order No. PSC-03-0676-TRF-EI, dated June 4, 2003 in Docket No. 030315-EI. Consistent with that Order, during the Pilot Program FPL gathered data and evaluated the program based on (i) the customer participation rate and (ii) whether the program affected customer write-offs.

6. During the Pilot Program and as authorized by the Commission, FPL offered approximately 10,000 GS-1 customers an opportunity to participate in budget billing. About 9% of these customers chose to participate in budget billing. FPL's analysis of accounts payable data showed that the Pilot Program had no significant effect on GS-1 customer write-offs. In addition, to FPL's knowledge, no informal or formal customer complaints were made concerning the Pilot Program. Accordingly, FPL considers that the results of the Pilot Program support offering the choice of GS-1 budget billing, on an optional basis, to all eligible GS-1 customers.

7. FPL's GS-1 Program will operate in the same way as the Pilot Program, and is patterned on the Company's Residential Program in all but one respect. In contrast to the Residential Program, to be eligible to participate in the GS-1 Program a customer must have received twelve consecutive months of GS-1 service at the service address. This is necessary

because of the potentially significant variances in usage between GS-1 customers that change service addresses (for example as their businesses grow larger), as well as successor customers at the same service address. Variances in usage between successor residential customers at the same service address, and different residences occupied by the same customer, on the other hand, are typically not as large.

8. In order to permit sufficient time for training of employees and to ensure proper functioning of necessary business processes and systems, FPL proposes to begin offering the GS-1 Program to customers on November 1, 2005. Customers not on the budget billing plan will be notified annually of its availability. While the program is voluntary, participation will be subject to certain eligibility requirements. Specifically, GS-1 customers with a delinquent balance on their FPL accounts will not be eligible to participate in the GS-1 Program. As mentioned above, a customer must also have received electric service at the premise for twelve consecutive months in order to participate. These are the same eligibility requirements that were used for the Pilot Program.

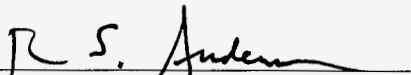
9. Consistent with the Pilot Program and the existing Residential Program, a GS-1 customer that chooses to participate in the GS-1 Program will be billed monthly on a levelized basis. The levelized amount is calculated by averaging the last twelve monthly billings for the premise, and applying the current 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.

10. As with the Pilot Program, participants in the GS-1 Program 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.

11. Other terms and conditions are the same as the Pilot Program. A customer may terminate participation in the GS-1 Program at any time, and may be terminated from the program by FPL if the customer's account becomes subject to collection action. If a customer's participation in the program is terminated, the customer may not be reinstated into the program for twelve months following the date of termination. Upon termination of a customer's participation in the GS-1 Program 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.

WHEREFORE, for the foregoing reasons, FPL respectfully requests that the Commission grant FPL's Petition and approve establishing a voluntary budget billing program for FPL's GS-1 customers, together with the attached First Revised Tariff Sheet No. 6.052 to become effective on November 1, 2005.

Respectfully submitted,

By:   
Bryan S. Anderson  
Senior Attorney  
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700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 304-5253  
(561) 691-7135 Telecopier

**ATTACHMENT**  
**COMPOSITE EXHIBIT “A”**

**FIRST REVISED SHEET NO. 6.052**  
**IN CLEAN AND REDLINE VERSIONS**

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~~Any GS-1 Customers that ~~have~~who has no delinquent balances and ~~have~~has been at the same location for 12 consecutive months with the Company will ~~be~~is eligible to participate and ~~remain in the Pilot~~in the Budget Billing Plan described below for GS-1 rate billings. ~~Additionally~~However, 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~~in this Budget Billing Plan.

A Customer may terminate participation in the ~~Pilot~~Budget Billing Plan at any time and may be terminated from the ~~Pilot~~Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the ~~Pilot~~Budget Billing Plan has terminated he/she may not rejoin the ~~Pilot~~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 ~~Pilot~~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 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~~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 ~~Pilot~~Budget Billing Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this ~~Pilot~~Budget Billing Plan 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 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. Any GS-1 Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS-1 rate billings. However, GS-1 Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. 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 Bill 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 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 Budget Bill 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 Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, 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.