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February 20, 2006

**VIA HAND DELIVERY**

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

060151-E1

**Re: Florida Power & Light Company's Petition for Approval of Revisions  
to the Access to Premises Section of its Tariff Sheet No. 6.020**

Dear Ms. Bayo:

Enclosed for filing in the above-referenced matter, please find the original and fifteen (15) copies of Florida Power & Light Company's ("FPL") Petition for Approval of Revisions to the Access to Premises Section of its Tariff Sheet No. 6.020.

Please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning same to me in the self-addressed stamped envelope enclosed for your convenience. Also included herewith is a computer diskette containing FPL's Petition in Word.

Please do not hesitate to contact me at (561) 304-5134 should you have any questions regarding this filing.

Sincerely,

Patrick M. Bryan  
Attorney  
Florida Power & Light Company

PMB/bjw  
Enclosures

cc: Harold A. McLean, Esquire (via U.S. Mail)  
Office of Public Counsel

DOCUMENT NUMBER-DATE

01488 FEB 20 06

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Florida Power & Light Company's )  
Petition for Approval of Revisions to the ) Docket No. \_\_\_\_\_  
Access to Premises Section of its )  
Ninth Revised Tariff Sheet No. 6.020. ) Filed: February 20, 2006  
\_\_\_\_\_ )

**FLORIDA POWER & LIGHT COMPANY'S  
PETITION FOR APPROVAL OF REVISIONS TO  
THE ACCESS TO PREMISES SECTION OF ITS TARIFF SHEET NO. 6.020**

**NOW BEFORE THIS COMMISSION**, through undersigned counsel, comes Florida Power & Light Company ("FPL" or the "Company") and hereby requests approval for revisions to the access to premises section of its ninth revised tariff Sheet No. 6.020. 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") 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:

Patrick M. Bryan, Esquire  
Law Department  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420  
(561) 304-5134 (Voice)  
(561) 691-7305 (Facsimile)  
[Patrick\\_Bryan@fpl.com](mailto:Patrick_Bryan@fpl.com)

William G. Walker, III  
Vice President, Regulatory Affairs  
Florida Power & Light Company  
215 South Monroe Street, Suite 810  
Tallahassee, FL 32301  
(850) 521-3910 (Voice)  
(850) 521-3939 (Facsimile)  
[Bill\\_Walker@fpl.com](mailto:Bill_Walker@fpl.com)

3. On January 30, 2006, FPL filed with the Commission and published “STORM SECURE: FPL’s Five Point Plan to Build a Stronger Grid for the Future.” The Storm Secure Plan explains the steps that FPL proposes to take to substantially increase the resistance of its distribution, transmission and substation network to severe weather impacts. An important element of the plan is the enhancement of vegetation management initiatives, including enhanced utility rights of access to property to clear lines. Evidence and analysis from the 2004 and 2005 hurricane seasons show that trees and vegetation interfering, damaging or breaking poles, lines and other facilities were a significant cause of hurricane related outages in FPL’s service territory. This filing is a necessary step to implementation of the Storm Secure Plan.

4. Pursuant to Rule 26-6.033 of the Florida Administrative Code, the Company is required to include as part of its tariff rules and regulations governing its relations with customers. FPL’s Access to Premises rule is set forth in Section 2.8 of its General Rules and Regulations for Electric Service (“General Rules”), appearing on the Ninth Revised Sheet No. 6.020 of the Company’s tariff.

5. The Company proposes limited revisions to Section 2.8 of its General Rule, Access to Premises, Ninth Revised Tariff Sheet No. 6.020. Specifically, the Company proposes to modify the rule to increase the Company’s rights to trim and remove trees and other vegetation within and adjacent to the Company’s easements and rights of way. Enhancing FPL’s right of access to property to clear lines is a critical component of FPL’s Storm Secure Plan. The approval of this tariff revision, along with the implementation of other components of FPL’s Storm Secure Plan, will result in fewer outages during severe weather events. When outages do occur, service should be able to be restored more quickly.

Legislative and final formats of FPL's proposed Tenth Revised Sheet No. 6.020 are attached hereto as Composite Exhibit 1.

6. The Company's proposed changes do not affect rates and will have no impact on the Company's gross annual revenues.

7. FPL respectfully requests that this petition be acted upon on an expedited basis.

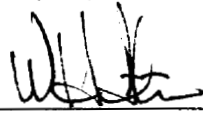
**WHEREFORE**, for the above and foregoing reasons, Florida Power & Light Company respectfully requests that the Commission grant this Petition for Approval of Revisions to its Tariff Sheet No. 6.020, Access to Premises, and that FPL's tariff be modified in accordance herewith to include the Tenth Revised Tariff Sheet No. 6.020.

Dated: February 20, 2006

Respectfully submitted,

Patrick M. Bryan, Esquire  
Law Department  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420  
Telephone: (561) 304-5134  
Facsimile: (561) 691-7305

By

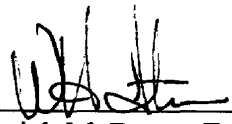


Patrick M. Bryan  
Fla. Bar No. 0457523

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing "Petition for Approval of Revisions to the Access to Premises Section of its Tariff Sheet No. 6.020" has been furnished by U.S. Mail this 20th day of February, 2006, to the following:

Harold A. McLean, Esquire  
Office of Public Counsel  
c/o The Florida Legislature  
111 W. Madison Street, Room 812  
Tallahassee, FL 32399-1400

By:   
Patrick M. Bryan, Esquire  
Fla. Bar No. 0457523

**COMPOSITE EXHIBIT 1**

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2.3 Point of Delivery. This is the point where the Company's wires or apparatus are connected with those of the Customer. The point of delivery shall be determined by the Company.

2.4 Character of Service. Alternating current is supplied at a frequency of approximately sixty cycles. Standard nominal voltages are 120 or 120/240 volts for single-phase service and 240 volts for 3-phase delta service. Where three-phase "Wye" service is provided, the standard nominal voltages are 120/208 or 277/480 volts. In some locations other voltages are available. The Company will furnish information regarding Character of Service on request.

2.5 Continuity of Service. The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.

2.6 Temporary Service. Temporary service refers to service required for short-term exhibitions, displays, bazaars, fairs, construction work, houseboats, dredging jobs, and the like. It will be supplied only when the Company has readily available capacity of lines, transformers, generating and other equipment for the service requested. Before supplying temporary service the Company may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage.

2.7 Indemnity to Company. The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.

2.71 Indemnity to Company - Governmental. Notwithstanding anything to the contrary in the Company's tariff, including these General Rules and Regulations for Electric Service, the Company's Rate Schedules, and its Standard Forms, any obligation of indemnification therein required of a Customer, Applicant, or QF, that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."

2.8 Access to Premises. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming and removing trees and other vegetation within and adjacent to the Company's easements and rights of way, and/or the location of its facilities, and for other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass.

2.9 Right of Way. The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer.

### 3 LIMITATION OF USE

3.1 Resale of Service Prohibited. Electric service received from the Company shall be for the Customer's own use and shall not be resold. Where individual metering is not required under Subsection (5)(a) of Section 25-6.049 (Measuring Customer Service) of the Florida Administrative Code and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a Customer for electricity billed to the Customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer for no more than the Customer's actual cost of electricity.

For the purpose of this Rule:

- (1) Electric service is "sub-metered" when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by FPL to the Customer for electric service, when these tenants, lessees or other entities are charged no more than a proportionate share of such bill, based on their monthly consumption as measured by such meters.
- (2) Electric service is "resold" when separate electric meters are used to charge tenants, lessees or other entities more than a proportionate share of the Customer's monthly bill.

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the territory it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

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