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COMMISSION
CLERK

April 12, 2007

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition to Amend Rate Schedules SC-1 and LS-1 by Progress Energy Florida, Inc.; Docket No 070040-EI

Dear Ms. Cole:


Please find enclosed for filing Progress Energy Florida, Inc.'s ("PEF") amended petition in the above referenced docket. Attached to the amended petition is a "Composite Exhibit A" which contains ten (10) clean copies and one (1) legislative copy of the proposed tariff revisions. Please accept this amended petition and exhibits in place of the original petition and exhibits that PEF filed in this docket.

Thank you for your assistance with this matter. Should you have any questions, please feel free to call me at (727) 820-5184.

- CMP _____
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- ECR _____
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- OPC _____
- RCA _____
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- SGA _____
- SEC _____
- OTH Rem

Sincerely,
John Burnett LMS
John Burnett
Associate General Counsel

JB/sc
Enclosures

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FPSC-BUREAU OF RECORDS

299 1st Avenue North, St. Petersburg, FL 33701 ☎ P.O. Box 14042, St. Petersburg, FL 33733
Phone: 727.820.5184 ☎ Fax: 727.820.5249 ☎ Email: john.burnett@pgnmail.com

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Progress Energy
Florida, Inc. to Amend Rate
Schedules SC-1 and LS-1

Docket No. 070040-EI

Submitted for Filing:
April 12, 2007

AMENDED PETITION

Progress Energy Florida, Inc. ("PEF"), hereby submits its amended petition to the Commission for approval to amend Rate Schedule SC-1 and its Lighting Service Contract contained in Tariff Sheet 7.112 related to company service charges for lighting services. A copy of the proposed revised documents in legislative and final format is attached hereto as Composite Exhibit A. In support of its Amended Petition, PEF states as follows:

1. PEF is a public utility subject to the jurisdiction of the Commission under Chapter 366, Florida Statutes. PEF's General Offices are located at 299 1st Avenue North, St. Petersburg, FL 33701.

2. All notices, pleadings and other communications required to be served on petitioner should be directed to:

John T. Burnett, Esquire
P. O. Box 14042
St. Petersburg, FL 33733-4042
Telephone: (727) 820-5184
Facsimile: (727) 820-5249

For express deliveries by private courier, the address is:

299 First Avenue North
Suite PEF-151
St. Petersburg, FL 33701

3. Rate Schedule SC-1 ("SC-1") is PEF's service charges tariff, and Tariff Sheet 7.112 is PEF's Lighting Service Contract. In this Amended Petition, PEF seeks to modify subsections 4 and 5 of Schedule SC-1 and section 13 of Sheet 7.112 to allow PEF to assess charges for each lighting installation on an

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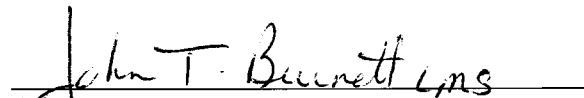
FPSC-COMMISSION CLERK

account for reconnections related to non-payment and rule violations. Subsections 4 and 5 of SC-1 respectively allow PEF to charge \$40.00 for reconnection of service during normal business hours and \$50.00 for reconnection of service outside of normal business hours after disconnection for nonpayment or for violation of Company or Commission rules. In this amended petition, PEF seeks to modify Subsections 4 and 5 to allow PEF to assess these charges for each lighting installation on an account where such reconnection relates to lighting services. PEF requests these modifications to account for the fact that where a customer has multiple lighting fixtures on an account, PEF is only paid one reconnection charge under the current SC-1, when in fact, PEF may have to reconnect multiple lights each time service is disconnected for non-payment or rule violations. PEF is also proposing changes to section 13, Sheet 7.112 to make the language in that section consistent with the proposed changes to SC-1 as discussed above. The proposed revised Schedule SC-1 and Sheet 7.112 would be effective upon Commission approval.

WHEREFORE, PEF respectfully requests that the Commission grant this amended petition and approve the amendments to Rate Schedule SC-1 and Tariff Sheet 7.112 as set forth in Composite Exhibit A.

Respectfully submitted,

PROGRESS ENERGY FLORIDA, INC.



John T. Burnett
FL Bar No. 173304
Associate General Counsel
Progress Energy Service Company, LLC
P. O. Box 14042
St. Petersburg, FL 33733-4042
Telephone: (727) 820-5184
Facsimile: (727) 820-5249

Composite Exhibit A

Rate Schedule SC-1

(Clean copies)



RATE SCHEDULES SC-1 SERVICE CHARGES

Establishment of Service:

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

1. A charge of \$61.00 will be made for initial establishment of service to a premise.
2. A charge of \$28.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$10.00 will be made for each subsequent re-establishment of service to said premise where the customer has a Leave Service Active (LSA) agreement on file.
4. A charge of \$40.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$50.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
6. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.



8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

Composite Exhibit A

Rate Schedule SC-1

(Legislative Copy)

RATE SCHEDULES SC-1
SERVICE CHARGES**Establishment of Service:**

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

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