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March 31, 1995

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ORIGINAL
MAY 1995

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
Tallahassee, Florida 32399-0870

Re: Docket ~~_____~~ J-EU

Dear Ms. Bayo:

The original and fifteen copies of Gulf Coast Electric Cooperative, Inc.'s Response to Gulf Power's Exceptions to Order and Request for Clarification for official filing with the Commission.

Thank you for your cooperation and assistance in this matter and if there are any questions, please do not hesitate to contact me.

Very truly yours,

J. Patrick Floyd
J. Patrick Floyd

JPF/pb

ACK Enclosure: as stated

AFA _____

APP Jan 11

CAF _____

CMU _____

CTR _____

EAC Jan 11

LEG Jan 11

LMF _____

GRD _____

RCN _____

SEC 1

WAS _____

DOCUMENT NUMBER-DATE
03371 APR-3 88
FOSC-RECORDS/REPORTING

FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve territorial)
dispute with Gulf Coast Electric) Docket No. 930885-EU
Cooperative, Inc. by Gulf Power Company.) Filed March 31, 1995

GULF COAST ELECTRIC COOPERATIVE, INC. RESPONSE TO GULF
POWER'S EXCEPTIONS TO ORDER AND REQUEST FOR CLARIFICATION

GULF COAST ELECTRIC COOPERATIVE, INC., [Gulf Coast] by and through its undersigned attorneys, files the following response to Gulf Powers Exceptions to Order and Request for Clarification, dated March 16, 1995 and request that, with the exception of the correction by interlineation of the scriveners error referenced in Exception No. 2 of the document filed by Gulf Power, the request and motion of Gulf Power be denied.

The request by Gulf Power appears simply to be a disenchantment with some of the findings set forth in the order and which are supported by the record. The appropriate remedy procedurally for Gulf Power would be to appeal that part of the order rather than ask for clarification of a matter as to which the language is unambiguous and perfectly clear. Except as noted above, the document should be viewed as post order argument of the issues.

For example, regarding point one of Gulf Power's motion, the statement in the order "any prior indication" is clear in its meaning. It is also supported by the testimony of Mr. Kronenberger, among others including Gulf Power Employees, which confirmed that Gulf Power had actually executed its plans to wait

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until Gulf Coast had expended the time and effort to secure the prison for Washington County, and the facility was being constructed to announce that it wanted to serve the prison facility. By that time, as referenced, the prison location and construction were secure and both the Department of Corrections and Washington County, independent of each other, had chosen Gulf Coast as the power provider. [R: 47:5-14, 53: 5-8, 54: 19-25, 55: 1-4]. It appears that Gulf Power's plan of attack of waiting until the "fruit was ripe" through the effort of others has been rewarded. Nevertheless, perhaps the greatest benefit to Gulf Coast and all of the power consumers in the south Washington and Bay County areas has yet to be realized but shall be in the form of the territorial boundary agreement long sought for by Gulf Coast and avoided by Gulf Power (also as documented by the record).

Regarding the Request for Clarification which duplicates Exception Number 3 of Gulf Power, the Commission has pinpointed and ordered that which is necessary to prevent territorial disputes and line crossings to serve customers, to wit: a territorial boundary agreement. The history of line crossings and duplication of facilities beginning in 1971 by Gulf Power in this area and continuing through South Washington County and Bay County through the present evidence that only a territorial boundary agreement will bring this activity to termination. In fact, as to the necessity for a territorial boundary agreement, Gulf Coast would point to the crossing of its lines by Gulf Power to serve Alliance Realty after the time this territorial boundary dispute commenced. Furthermore, within the last few days there has been a crossing of


Gulf Coast lines by Gulf Power in order to provide service to a piece of property on which Gulf Coast already has located underground facilities. (See Exhibit "A").

The fact that a territorial boundary dispute will be ordered if an agreement is not satisfactorily reached between Gulf Coast and Gulf Power that will prevent territorial disputes and prevent uneconomic duplication of facilities does not preclude the parties if they can mutually agree to do so from reaching an agreement that would effectively accomplish the goals of the commission whether independent of or in concert with a territorial boundary dispute. The parties during the course of the time provided for in this litigation drew up maps and Gulf Coast submitted several proposals, all of which were territorial boundary agreements. It is and continues to be the position of Gulf Coast that a territorial boundary agreement is necessary to accomplish the goal set out by the Commission in the order regarding this subject.

WHEREFORE, based on the foregoing grounds, Gulf Coast Electric Cooperative, Inc. requests this Court to deny the exceptions and motion for clarification.

I HEREBY CERTIFY that the original and fifteen copies have been delivered to Ms. Blanca S. Bayo, Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870 on this 31st day of March, 1995, and that a copy hereof has been mailed to the parties on the attached mailing list by U.S. Mail this 31st day of March, 1995.

LAW OFFICES OF
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By 

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ATTORNEYS FOR GULF COAST
ELECTRIC COOPERATIVE, INC.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve territorial)
dispute with Gulf Coast Electric) Docket No. 930885-EU
Cooperative, Inc. by Gulf Power Company.) Filed March 31, 1995

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 31 day of March, 1995 by U.S. Mail to the following:

Martha Carter Brown, Esquire
Staff Counsel
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0863

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Mr. Roy Barnes
Gulf Coast Electric Coop.
P. O. Box 220
Wewahitchka, FL 32465



GULF COAST ELECTRIC COOPERATIVE, INC.

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DISTRICT OFFICE

P. O. BOX 8370 • SOUTHPORT, FLORIDA 32409 • PHONE (904) 268-3631

March 27, 1995

G. Edison Holland, Jr., Esquire
 Beggs and Lane
 P. O. Box 12950
 Pensacola, Florida 32576-2950

Dear Mr. Holland:

We are in receipt of a copy of your request to the Florida Public Service Commission in which you ask for a clarification on Docket No. 930885-EU dealing with the paragraphs addressing resolve of future territorial disputes between Gulf Coast Electric Cooperative and Gulf Power Company in Washington and Bay Counties.

We find your request interesting, considering at the time it was being prepared by your office, your Chipley work crew was crossing our existing underground primary line to serve yet another customer that is closer to our line. In fact, our underground is actually on the property and we have a recorded blanket easement on the entire subdivision known as Deer Run Ranchettes signed by Mr. W. B. Allen in September, 1989 to serve some 28 lots on Highway 77.

Your request to the Commission suggests that we all not be confined to assignment of territory based on lines designated on a key map, however this crossing indicates that Gulf Power continues to follow its stated position that the company will construct a line to any area within the above counties wherein your engineers think the load will support the building of such facilities. Certainly this would not continue to occur with designated territorial boundaries.

It is gratifying to see that our Commissioners have recognized that negotiations between us are necessary and essential to resolve our lingering problems. The timing of the incident above makes us wonder whether your company's good faith efforts to resolve our territorial differences are just and well intended.

Sincerely,

Roy Barnes

Roy Barnes
 General Manager

cc: The Honorable Susan Clark, Chairman
 Florida Public Service Commission

Martha Carter Brown, Esq.
 Division of Legal Services
 Florida Public Service Commission

EXHIBIT A